

NATIONAL POWER TRAINING INSTITUTE

(An ISO 9001: 2000 Organization Under Ministry of Power, Govt .of India)

HOT LINE TRAINING CENTRE

Bangalore – 560 082

BID DOCUMENT

for

**Horticulture Maintenance
works at NPTI /HLTC
complex at Somanahalli,
Bangalore**

OPEN TENDER No. 45/Hort./HLTC/2012/34

Dated: 04-04-2012

Cost : ₹. 500/- (Non – Refundable)

Sl. No. :

Issued to :

INDEX

Section	Description	Page No.
Section – I	Bid Reference	3
Section - II	Invitation to bid	4
Section-III	Instruction to Bidders	5 -10
Section-IV	Terms & conditions of contract	11-17
Section-V	Scope of work	18-19
Section – VI	Technical Bid	20-21
Section-VII	Price Bid	22-23
Annexure - I	Profile of the Organization	24

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HOT LINE TRAINING CENTRE

Bangalore – 560 082

SECTION - I

DOMESTIC COMPETITIVE BIDDING

(Through call of open Tenders)

Tender No. 45/Security/HLTC/2012/34

Dated: 04-04-2012

Name of Work	Horticulture Maintenance works at NPTI /HLTC complex at Somanahalli, Bangalore
Estimated value of contract	₹. 2,79,000/-
Earnest Money Deposit	₹. 6,000/-
Period of Sale of Bid Document	09.04.2012 to 25.04.2012
Last Date & Time for receipt of Bid	26.04.2012 up to 14:00 hrs.
Time and Date of Opening of Technical Bid	26.04.2012 at 15:00 hrs.
Place of Opening of Technical Bid	Conference Hall in Administrative Block, HLTC, Bangalore
The tender documents can be obtained from:	Office of the Director, HLTC, Bangalore
Tender documents can be submitted at	Tender Box Kept at the office of the Director, HLTC, Bangalore
Tenders addressed to	The Director, Hot Line Training Centre, 26th km Kanakapura Road, Somanahalli Gate, Udayapura Post, Bangalore– 560 082.

SECTION –II

INVITATION FOR BID

Tender No. 45/Hort./HLTC/2012/34

Dated: 04-04-2012

On behalf of Competent Authority of National Power Training Institute, the Director, Hot Line Training Centre, Bangalore invites sealed bids from the eligible agencies for **Horticulture Maintenance works at NPTI /HLTC complex at Somanahalli, Bangalore** up to **14:00 hrs. on 26.04.2012**. The agency shall have experience in horticulture maintenance works for a value not less than **₹. 2.23 Lakh per annum in a single work order** executed during the last three years with Central / State Govt. Departments / Govt. Bodies / Undertakings funded by Govt.

1. The Earnest Money Deposit (EMD) of **₹. 6,000/-** by means of demand draft/Bankers cheque drawn in favour of **"Director/ HLTC"** and payable at Bangalore shall be submitted along with the tender.
2. The contract will be awarded initially for a period of **One year**. The Competent Authority of HLTC/NPTI reserves the right to reduce the contract period or may extend the contract on mutual consent for **a further period of 12 months** on the same rates, terms and conditions.
3. The bid document can be obtained on written request along with proof of eligibility, on payment of **₹. 500/ (Non-Refundable)** from the office of Director, NPTI/HLTC, from **09.04.2012 to 25.04.2012** between **11.00 am to 5.00 pm** on all working days. The bid document can be viewed and downloaded from www.npti.in, www.hltc.in & www.tender.gov.in. Those who have downloaded bid document from the website, the tender cost of **₹. 500/- (Non-Refundable)** shall be attached separately in the technical bid by means of demand draft/Bankers cheque drawn in favour of **"Director/ HLTC"**.
4. NPTI/HLTC reserves the right to issue the tender forms only to the agencies, who are fulfilling the eligibility criteria. The NPTI/HLTC also reserves the right to accept or reject any bid, and to annul the bidding process at any time, without thereby incurring any liability to the affected Bidder or Bidders.
5. The Sealed tenders completed in all respects shall be submitted in the tender box kept at the office of the Director, HLTC, Bangalore **up to 14:00 hrs. on 26.04.2012** and the technical bids will be **opened at 15:00 hrs on the same day** at Conference Hall in Office building of HLTC, Bangalore

Director
Hot Line Training Centre/NPTI, Bangalore

SECTION-III

INSTRUCTIONS TO BIDDERS

1. This Invitation for Bids is open to the agencies who have experience in horticulture maintenance works for a value not less than ₹. **2.23 Lakh per annum in a single work order**, executed during last 3 years with Central / State Govt. Departments / Govt. Bodies / Undertakings funded by Govt.
2. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.
3. The bidder is required to fill up the Profile of his Organization and other details in the format given as per Annexure – I of the Bid Document.
4. The bid prepared by the Bidder, as well as all correspondence and documents shall be written in English language.
5. The bids are to be submitted in two parts in separate sealed envelopes, i.e., Technical Bid and Price Bid.
6. The **Technical Bid** (Part-A) submitted by the bidder shall include the following:
 - (a) Copies of experience in horticulture maintenance works executed with Central / State Govt. Departments / Govt. Bodies / Undertakings funded by Govt. for a value not less than ₹. **2.23 Lakh per annum in a single work order** executed during the last three years. (Self-attested copies of the relevant work orders are to be enclosed).
 - (b) Income tax return particulars for the previous two financial years **(2009-10 & 2010-11)**
 - (c) A copy of PAN card
 - (d) Copy of Registration with the Labour Commissioner, if any, having jurisdiction over the territory in which services are sought to be provided by the Agency under this contract.
 - (e) One copy each of Valid EPF registration particulars, Service Tax Registration Certificate if any.
 - (f) Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.
 - (g) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).

Signature of the bidder

- (h) Earnest Money Deposit (EMD) of ₹. **6,000/-** by means of demand draft/Pay order/Banker's Cheque drawn in favour of '**Director, HLTC**' and payable at Bangalore

7 Sealing and Marking of Bids:

- (a) The **Technical Bid** along with EMD instrument and requisite documents (listed in Para 6 above) shall be placed in one sealed envelope super scribed '**Technical Bid**'. The **Price Bid** shall be kept in a **separate sealed envelope super-scribed 'Price Bid'**. Both the envelopes shall then be placed in one single, sealed envelope super-scribed '**Bid for Horticulture Maintenance works at NPTI /HLTC complex at Somanahalli, Bangalore**' and shall be addressed to **the Director, Hot Line Training Centre, 26th KM, Kanakapura Road, Somanahalli, BANGALORE – 82**. The bidder's name, telephone number and complete mailing address shall be indicated on the cover of the outer envelope.
- (b) Both the inner envelopes super-scribed **Technical Bid** and **Price Bid** shall have the name and address of the bidder so that if required, they may be returned to the bidder without opening them.
- (c) If the outer and inner envelopes are not sealed and marked as required, the NPTI/HLTC will assume no responsibility for the bid's misplacement or premature opening.
- (d) If for any reason, it is found that the Technical Bid reveals the Price Bid related details in any manner whatsoever, or, the Price Bid is enclosed in the envelope super-scribed, "Technical Bid", the Bid document **will be summarily rejected in the first instance** itself.
- (e) All the Bid documents submitted shall be serially page numbered and contain the table of contents with page numbers.

8. Deadline for Submission of Bids:

- (a) Bids must be received by the NPTI/HLTC at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the NPTI/HLTC, the Bids will be received up to the appointed time on the next working day.
- (b) The NPTI/HLTC may, at his discretion, extend the deadline for submission of bids which will be binding on all the bidders.
- (c) Any bid received by the NPTI/HLTC after the deadline for submission of bids prescribed by the NPTI/HLTC in the bid document will be rejected and will not be opened.

Signature of the bidder

9. Modifications and Withdrawal of Bids:

- (a) The Bidders may modify or withdraw their bid after the submission of bid, provided that written notice of the modification or withdrawal is received by the NPTI/HLTC prior to the deadline prescribed for submission of bids.
- (b) The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice shall be through a signed confirmation by the bidder. The NPTI/HLTC shall receive it before the deadline for submission of bids.
- (c) Bid withdrawn in the intervening period of the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form will result in the forfeiture of Bidder's EMD.

10. Bids shall remain **valid for 90 days** after the date of bid opening prescribed by the NPTI/HLTC. A bid valid for a shorter period shall be rejected by the NPTI/HLTC as non-responsive.

11. In exceptional circumstances, the NPTI/HLTC may request the Bidder's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his EMD. A Bidder granting the request will not be permitted to modify the bid.

12. Opening and Evaluation of Technical Bids:

- (a) The Tender Committee appointed by the NPTI/HLTC will open all Technical Bids in the first instance on the appointed date, time and venue.
- (b) During evaluation of the bids, the NPTI/HLTC may, at his discretion, ask the Bidder for clarification of his bid. The request for clarification and response shall be in writing.
- (c) No bidder shall contact the NPTI/HLTC on any matter relating to his bid from the time of the bid opening to the time the purchase order is placed. If the Bidder wishes to bring additional information to the notice of the NPTI/HLTC it shall be done in writing. However, all bidders are strongly advised to furnish all material information in the bid itself.
- (d) Any effort by a Bidder to influence the NPTI/HLTC in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.

13. Opening and evaluation of Price Bids:

- (a) The results of the evaluation of the Technical Bids along with the date of opening of the Price Bids will be communicated in writing to the qualifying bidders. The unsuccessful bidders will be notified separately.

Signature of the bidder

- (b) The **Price Bid** shall comprise the price component for all the services indicated in the Section-III of the bid document. **The price quoted by the bidders shall include all applicable taxes, wherever applicable.** The bidder shall include Service tax and surcharges/cess etc. as applicable on the services that are provided under this contract in the lump sum rates quoted and NPTI/HLTC would not bear any additional liability on this account.
- (c) NPTI/HLTC shall however, deducts such tax at source as per the rules and issue necessary certificates to the Agency. The NPTI/HLTC shall not entertain any increase in the prices during the period, unless there is revision in minimum wages of workers.

Rates shall ensure compliance of under noted statutory obligations:

- Contract Labour (Regulation & Abolition) Act, 1970
 - Employee State Insurance Act and rules made there under.
 - Minimum Wages Act, 1948 & Payment of Bonus Act, 1965, Payment of Wages Act, 1936 and rules made there under.
 - EPF (Misc. Provisions) Act 1952 and rules made there under.
 - Any other labour Legislature that may be applicable or may become applicable.
 - Industrial Safety Rules.
- (d) The rates are inclusive of all (i.e. Provident Fund, ESI, Bonus, Gratuity, Paid Leave, pay for National Holidays, Uniform Allowance, Operational Cost, Service Charges and all other levies that are applicable from time to time shall be met within the total invoice value.
- (e) Prices shall be quoted in Indian rupees only.
- (f) Arithmetical errors will be rectified on the following basis:- If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, his bid will be rejected.

14. Payment terms.

The NPTI/HLTC shall make the contract payment as per the payment schedule mentioned below:

- (a) Monthly bills submitted in duplicate by the agency for the Horticulture maintenance works executed in the preceding month, shall be paid after submission of bills in duplicate duly complete in all respects. The payment for the work will be released only after production of attendance records and copies of Acquaintance rolls for proof of payment of wages to the labourers. The payment of wages to the workmen engaged under this contract shall be disbursed in the presence of authorized representative of this Institute.

Signature of the bidder

- (b) Inadequate supply of work force and tools & tackles for horticulture maintenance works, will attract deduction at pro-rata basis from the work bill towards compensation. The decision of Director, HLTC, Bangalore, is final and binding in this regard.
 - (c) If the performance of the horticulture maintenance works by the agency is not found satisfactory the Competent Authority of NPTI/HLTC shall have power to terminate the contract. Upon such termination, the security deposit of the Agency shall be liable to be forfeited and shall be absolutely at the disposal of NPTI/HLTC.
 - (d) If at any time during currency of JOB, the SCOPE OF WORK for which this job has been awarded is reduced/abandoned, the payment / value of this job order shall be reduced on pro-rata basis by the NPTI/HLTC and the decision of Director, HLTC, Bangalore would be binding on the Agency.
15. The NPTI/HLTC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or bidders of the grounds for the NPTI/HLTC' s action.
 16. The NPTI/HLTC will award the contract to the Bidder whose bid has been determined to be the most responsive to the Bidding Document and who has offered the best-evaluated bid, within 30 days of the opening of the Price Bid.
 17. The Bidder shall sign his bid with the exact name of the concern to which the contract is to be awarded.
 18. The Bid document filed by the bidder shall be typed or written in indelible ink. No over writing or cuttings shall be permitted.
 19. In case the Bid document submitted has deviations from the specifications or terms and conditions prescribed, the Bidder shall describe them in the Technical Bid covers separately and prominently (even though the deviations may not be material). It must be ensured that the price related deviations are not indicated in the Technical Bid cover in any manner. The NPTI/HLTC reserves the right to reject the bid having deviations from the prescribed terms and conditions.
 20. It will be the sole responsibility of the bidder alone to execute the entire contract.
 21. **Prior to the submission of Bid, the Bidder/authorized representative may personally inspect the NPTI/HLTC complex and facilities available at the NPTI/HLTC's premises at Somanahalli at his own cost and under prior intimation.** This is necessary to enable the bidder to gather all the information, so as to prepare the Bid accurately after taking into consideration all the relevant factors. Submission of the bid will, therefore, be considered as meeting the requirements of bidder having fully read and understood the tender document and the scope of work prescribed therein.

Signature of the bidder

- 22.** The contract shall be deemed to have been concluded in BANGALORE for purposes and therefore, the Courts of India at BANGALORE will have exclusive jurisdiction to determine any unresolved dispute with respect to this contract.
- 23.** Making misleading or false representation in the bid document will lead to disqualification of the Bidder at any stage.
- 24.** Where the bid has been signed by the Authorized Representative on behalf of the concern, the bidder shall submit a certificate of authority or any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract. (NPTI/HLTC may out rightly reject any bid, which was not supported by adequate proof of the signatory's authority).

Read and accepted.

**Signature and stamp of
Bidder or Authorized Signatory**

SECTION-IV

TERMS & CONDITIONS OF CONTRACT

1. No alteration shall be made in any of the **terms and conditions** of the bid document by scoring out. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be ignored.
2. A sum of ₹. **6,000/-** (Rupees Six thousand only) must be deposited as **Earnest Money Deposit** (EMD) by means of Bank Draft drawn in favour of 'Director, HLTC' & **must accompany the technical bid** in the sealed envelope without which the Bid will be rejected. The said amount will be forfeited, if the successful bidder fails within the time fixed by the NPTI/HLTC to sign the contract on terms contained in the bid document.

The earnest money of successful bidder will be adjusted with the money to be deposited with respect to **Performance Guarantee**, which has to be deposited within 15 days after the receipt of Letter of Intent @ **10 % of the tendered value of contract**. The **Performance Guarantee** will be refunded to the contractor within 03 months after completion of contract period without interest after deducting liabilities if any. For other Bidders, the Earnest money instrument will be returned within 10 days of the completion of the financial bid evaluation by registered post /by hand.
3. Every bidder shall also pay ₹. **500/-** (Non – refundable) towards cost of the blank bid document by way of a demand draft drawn in favor of '**Director, HLTC**'. **All those bidders who have downloaded the bid document from the website shall ensure that the cost of the bid document is also placed in the cover containing the technical bid.** Bid without the payment of the cost of the bid document shall be summarily rejected.
4. No bid will be considered unless and until all the pages / documents comprising the Bid are properly signed and stamped by the person/s authorized to do so.
5. In the event of tender of lowest bidder being accepted, the lowest bid will be converted into a contract, which will be governed by the terms and conditions given in the bid document. The instructions to bidders shall also form part of the contract.
6. The terms and conditions of contract given in **Section-II & IV**, along with the Instructions to Bidders in **Section III** shall be signed and returned in the envelope marked as 'Technical Bid', otherwise the tender will be rejected.
7. All above conditions will be enforced, unless written order of NPTI/HLTC is obtained relaxing any specific condition at any specific instance.
8. The NPTI/HLTC does not bind itself to accept the lowest tender.

Signature of the bidder

- 9. Period of contract and extension.** The contract shall be for a period of 12 months with a provision to extend the contract for 12 more months with same terms and conditions on successful execution of the contract and if mutually agreed to that effect. However, NPTI/HLTC has the right to terminate the contract with one month's notice during the contract period.
- 10. Deployment of Manpower:** - The contractor shall deploy adequate number of workers in the premises as deemed necessary by him to carry out all the activities and works envisaged in the Schedule of Quantity and Scope of Work, subject to a **minimum of 3 unskilled workers** as mentioned in SCHEDULE OF QUANTITIES. Before deployment, the contractor shall submit a list of workers to be deployed along with their detailed bio-data which shall include information like name, father/ husband's name, whether Male/Female, age, present address, permanent address, qualification etc. Proof of age, mobile number & other contact details shall also be submitted along with the bio-data. The contractor shall also ensure that all the workers are effectively supervised and coordinated in the day to day work. The contractor shall deploy his representative to act as an interface between him and the officer-in-charge on behalf of NPTI/HLTC for effective dispensation of the services envisaged under the contract and shall be available in the office premises as per requirement.
- 11. Payment to Contractor:** - All the payments to the contractor for this contract shall be made by NPTI/HLTC through e - payment mode only, for which the necessary details shall be furnished during execution of the contract. No request for release of payment through cheque shall be considered. Payment shall be released on monthly basis and on processing of the bill by officer- in-charge within 07 days of receipt of complete bill in duplicate (as prescribed in clause No.14 of Section – III) from contractor with all required documents.
- 12. Price Variation or Adjustment-** Provision of escalation in contract price is provided for taking care of hike/ revision in minimum wages by the appropriate government authorities, which takes place normally twice in a year so that contractor could meet the statutory obligations. Whenever an upward revision of the prescribed minimum wages is done by the appropriate labour authority after award of the contract and during the currency of contract, NPTI/HLTC shall reimburse the difference between the Revised Minimum Wages and the Minimum Wages which was in vogue at the time of bid. This amount shall be paid as a new item in the Schedule of Quantity on monthly basis under the heading "Escalation in Minimum Wages" *plus applicable Provident Fund, ESI*. The contractor shall submit proof of revision and payment of wages at revised rates to workers for the preceding month for claiming this escalation.
- 13. Statutory Taxes:** - Income tax and other statutory deduction will be made from each bill submitted by the contractor as per the prevailing rate and rules. Certificate for all the tax deducted at source shall be issued to the contractor by NPTI/HLTC.
- 14. Statutory & Other Responsibilities of the Contractor:-**
- a) It shall be the responsibility of the contractor to comply with all statutory obligations under various enactments which are applicable to the contract. The contractor shall be responsible to secure compliance with all Central & State Government laws as well as Rules, Regulations, Bye-laws and order of the local authorities and statutory bodies as may be in force from time to time as applicable.

Signature of the bidder

The contractor shall also be responsible for giving the required notice to any statutory or local bodies as required by law and obtain all requisite license/ permission as applicable to the contractor for carrying out the work envisaged in the contract. NPTI/HLTC shall bear no liability whatsoever towards any violations by the contractor in this regard.

- b) The contractor shall also be responsible for safety of all workmen employed by them from time to time and they shall be responsible for payment of any compensation that may arise out of any accident, injury or death of workers during the execution of contract. NPTI/HLTC shall bear no liability whatsoever towards any violations by the contractor in this regard.
- c) The contractor shall comply with all labour laws applicable to workmen engaged by them for carrying out work and NPTI/HLTC shall bear no liability whatsoever towards any violations by the contractor in this regard. Detailed instructions on compliance to some of these Labour Laws are enumerated in the ensuing paragraphs.

15. Observance of Labour laws and Regulations:- The contractor shall comply with all applicable labour laws and indemnify NPTI/HLTC against all claims, damages, or compensation under the provisions of various labour laws. The contractor shall comply with all the labour laws in vogue including the Minimum Wages Act 1948. The Payment of Wages Act 1936, The Contract Labour (R&A) Act 1970, The Child Labour (R&A) Act 1986, ESI Act 1948, The Equal Remuneration Act 1976, The EPF & Misc Provisions Act 1952 Act. An indicative list of provisions under some of these Acts is enumerated hereunder. This list is not exhaustive but only highlights some of the important statutory provisions which the contractor is bound to comply with. The contractor is bound to comply with all other applicable statutory provisions even if it is not indicated herein expressly.

16. The Minimum Wages Act 1948

- i) The Workers engaged by contractor for carrying out work as mentioned in SCHEDULE OF QUANTITIES shall be paid Minimum Wages as notified by the appropriate authority from time to time.
- ii) The wages shall be paid to workers deployed by contractor for 8 hours of normal work per day.
- iii) The workers engaged by the contractor shall be provided a day of rest in every period of 7 days and full remuneration for the day of rest shall be paid to them.
- iv) The current applicable Minimum Wages per worker (as on 01/10/2011) prescribed by the Ministry of Labour & Employment, Government of India vide its Order No. No.1/5(3)/2011 LS-II dated Sept 2011 is ₹.268.58/- Per Day for unskilled and ₹.304.06/- per day for semiskilled, ₹.358.33 for skilled (including EPF, Bonus. ESI, etc.) The contractor shall pay their workers engaged in the NPTI/HLTC premises at rates which are not below this rate or below the applicable Minimum Wages at that point of time.

Signature of the bidder

17. The Payment of Wages Act 1936

- i) The contractor shall pay wages to the workers engaged by them on or before the expiry of the 7th day of the following month.
- ii) The wages shall be paid to the workers preferably through cheque in the presence of Officer In-charge or his authorized representative without deduction of any amount except those that are authorized under the Act.

18. The Child Labour (Regulation and Abolition) Act, 1986

The contractor shall not be allowed to engage child labour as defined under the law in the premises of NPTI/HLTC for carrying out any work under the contract.

19. The Equal Remuneration Act, 1976

The contractor shall not pay to any worker, deployed by contractor, remuneration at rates less favourable than those at which remuneration is paid by the contractor to workers of the opposite sex for performing any job at our premises.

20. The Employees Provident Fund (PF) and Miscellaneous Provisions Act.1952

- a) The contractor shall register himself with the appropriate authority under the Act and obtain a valid PF code immediately on commencement of the contract.
- b) The contractor shall open a Provident Fund (PF) account for each worker engaged by him with the PF authorities.
- c) The contractor shall deposit monthly contribution comprising of employees' and employers' contribution with the prescribed PF authorities and submit a proof of the same along with the monthly bills to NPTI/HLTC.
- d) The contractor shall prepare a contribution card as per the prescribed Form 3 or Form 3 A as may be appropriate.
- e) The contractor shall submit a statement showing the recoveries of the contribution in respect of workers engaged by them at premises of NPTI/HLTC within 7 days of the close of every month to Officer In- charge.

21. The Employees State Insurance (ESI) Act 1948

The contractor shall take ESI coverage for all the workmen engaged for the work under this contract and ensure that ESI Cards are issued by the prescribed authorities. Proof of deposit of ESI Contribution shall be submitted along with the monthly running bills.

22. The Contract Labour (Regulation and Abolition) Act ,1970

- i) If the total number of workers deployed by the contractor is more than 20 on any given day under this contract, then they shall obtain license from the appropriate labour authority immediately after the award of contract.
- ii) The Contractor shall ensure disbursement of the wages to the engaged workers in the presence of authorized representative of NPTI/HLTC.

Signature of the bidder

- iii) The Contractor shall maintain register and records regarding the particulars of workers engaged like name, age, gender, address, rate of wages being paid to workers, nature of work performed by workers and any other information in prescribed Form XIII.
 - iv) The contractor shall furnish the notice of commencement/ completion of contract work in Form VI A to appropriate labour authority. (If license has been obtained by them)
 - v) The contractor shall provide employment card to the worker as prescribed in Form XI V and copy of the same shall be submitted to the Officer-in charge of NPTI/HLTC.
 - vi) The contractor shall maintain register of wages as prescribed in Form XVII.
 - vii) The contractor shall maintain register of overtime as prescribed in Form XXIII.
 - viii) The contractor shall issue wages slip to the contractor workers as prescribed in Form - XIX and submit the same to the Officer-In charge of NPTI/HLTC.
 - ix) The contractor shall submit Half Yearly Return to the licensing Office as prescribed in Form - XXIV to the prescribed labour authority if license has been obtained by them.
- 23. Uniform & Photo Identity Cards:-** The contractor shall provide neat uniforms to all workers who are deployed in the premises throughout the contract period. The contractor must ensure that the persons engaged by him are properly dressed in line with the office decorum. The contractor shall also provide photo identity cards to all workers deployed in the premises and submit a copy of such identity cards along with the personal particulars to NPTI/HLTC.
- 24. Basis of contract:** - The contract shall be operated as per the operations envisaged in the Schedule of Quantity, the operational instructions given in the Scope of Work and the Terms and Conditions of Contract enumerated herein. Since the major component of the cost of contract is towards the wages of workmen, **all bids which are below the minimum wages rates stipulated by the Government of India, Ministry of Labour & Employment shall be summarily disqualified.** The rates quoted against operations in SCHEDULE OF QUANTITIES shall remain firm during the currency of contract. However, whenever, the minimum wages rates are revised by the appropriate authority, the contractor shall pay wages at rates which are not below the revised minimum wages rates and obtain reimbursement of the difference between this rate and the rate indicated above, for the number of workers specified, on submission of proof of payment of revised wages to the workers.
- 25. Income Tax:** Income tax and other statutory deductions will be made from each bill submitted by the contractor as per the rate and rules applicable on the date of payment of the bills. Copy of the PAN and existing VAT copy may be produced. PAN number should be mentioned in each bill otherwise 20% will be deducted as per statutory requirement.

Signature of the bidder

26. **Base Bid Price of the Contract:-** Bids which are less than the total amount required for making bare minimum statutory payments towards Minimum Wages, Provident Fund, ESI and basic costs, shall be summarily rejected and disqualified. The wages for this contract works out as under:

Price Break up in respect of Horticulture maintenance works at NPTI/HLTC, Somanahalli			
Sl. No	Description	Semi skilled Rate in ₹.	Unskilled Rate in ₹.
01	Wages (Basic + DA as per central minimum wages w.e.f 01.04.2011 (NPTI/HLTC falls under B - area in wages notification)	240.00	212.00
02	Provision for <u>EPF @ 13.61 % (EPF -12%, EDLI-0.5 %, admin charges -1.11%), ESI - 4.75%, Bonus 8.33% Labour registration works 1% insurance 2% Total 29.69%</u>	64.06	56.58
	Sub Total	304.06	268.58

27. **Recovery/ Deduction towards non-performance and loss caused to NPTI/HLTC by the Contractor:** - Recovery shall be made for non-performance or unsatisfactory performance of whole or any part of the contract. If NPTI/HLTC sustains any loss due to any action incident caused by the contractor or their staff, the contractor shall wholly compensate NPTI/HLTC for the same. In case the contractor fails to do so, then NPTI/HLTC reserves right to recover such amounts either from the running bills or from the security deposit or any other payment due to the contractor from NPTI/HLTC. The decision of NPTI/HLTC shall be final and binding in this regard. In case the contractor deploys less number of manpower than what is specified in the contract, recovery shall be made @ 1.5 times the prescribed minimum wages for such workers.
29. All the workers engaged by the contractor are subjected to security check while entering and leaving the premises.
30. **Subletting of Contract:** - The Contractor in no case shall be allowed to sub-let the contract or part thereof to any of the sub contractors without prior written approval of the Officer- in -charge. The Contractor himself shall be responsible for the execution of the contract.
31. **Termination of Contract:** - If the work is found to be unsatisfactory during the contract period or if the contractor commits default in complying with any of the terms and conditions of the contract, NPTI/HLTC reserves the right to terminate the contract at any time with or without any notice to the Contractor and can get the work done by any other contractor at the risk and cost of the contractor.
32. **Basis of Evaluation of Bids:-** The contract shall be awarded to the contractor with the lowest bid price, provided he fulfils all the other qualifying criteria laid down herein. In case two or more bidders have quoted identical bid price which is the lowest among all the bids received, NPTI/HLTC reserves the right to award the contract to anyone of these bidders, who in the opinion of NPTI/HLTC, possesses better credentials and experience in handling such work.

Signature of the bidder

33. **General Terms:-**

- i) If the contractor is required to do any job which is not specified in the SHEDULE OF QUANTITIES or Scope of Work but necessary for performance of the contract, he shall undertake the same without any additional cost to NPTI/HLTC.
 - ii) The contractor shall maintain all the documents necessary such as Age, male/female, Educational qualifications and addresses of the workers deployed by them in the premises including payment vouchers, attendance register, leave and weekly off particulars etc. to satisfy the provisions of various labour laws.
 - iii) The contractor shall ensure that none of its workers smokes or consume alcohol or any other intoxicating drugs inside the HLTC premises.
 - iv) The contractor shall ensure that none of its workers indulge in gambling within the premises and should not use the premises for any anti-social or unlawful activities.
 - v) The contractor shall ensure that all workers engaged by them in the premises behave courteously with the employees, trainees of NPTI/HLTC and visitors to the premises.
- 34.** The contractor shall take over the subject work within one week from the date of award or from the date informed by the Officer-in-charge.
- 35. Settlement of Disputes / Arbitration:** - Any dispute or difference arising out of or in connection with the contract shall to the extent possible be settled amicably between the contractor & the authorized representative of *NPTI/HLTC*. In case of failure of above, the disputes/issue or differences shall be referred to the soul arbitration of an arbitrator appointed by Principal Director, NPTI /HLTC, who within a period of 30 days after being requested by either of the parties to do so shall give his decision in writing. The decision of the Arbitrator shall be final & binding on both the parties.

This contract shall be governed by the Indian Laws, rules & regulations as applicable from time to time. In case of any litigation, the Courts of respective areas from where the LOIs have been placed shall have the jurisdiction.

Read & accepted

**Signature and stamp of the Bidder
or Authorized signatory**

Date:

SECTION-IV

SCOPE OF WORK

The scope of services to be provided includes the manpower, materials, tools, tackles and appliances required for maintaining greenery in the specified areas of NPTI/HLTC Complex, Somanahalli, Bangalore. The services required to be carried out by the Contractor are given below. These are only indicative and not exhaustive. The services expected from the agency should be of the highest standards and to be executed to the satisfaction of designated officers of NPTI. The Contractor shall have suitable staff deployed for this purpose, his own system of supervision and management.

1. Regular maintenance of all horticulture feature, maintenance of avenue trees. hedge plants, rose plants durantha avenue alongside the main roads, sub-roads in the entire campus including watering, forking, top dressing, mowing, cutting and pruning of avenue trees and shrubs and applying of fertilizers/manure, insecticides and pesticides (eco-friendly ones), soil & sand applications, support for flowering plants as per the instructions of the officer-in-charge for healthy growth of plants/tress/lawns including cost of all labour, tools etc.,
2. Cleaning and mowing of lawns, de-weeding works, clearing of grass in the entire open area including switch yard, watering of all kinds of plants and trees including fruit and flower bearing ones, coconut trees, removal of unwanted shrubs and thorny bushes/plants of all kinds including parthenium etc., in the entire area of the campus.
3. Collection & disposal of common disposal leaves, branches of trees, cut grass in a eco-friendly manner as directed by the officer-in-charge. Maintenance of potted plants, both indoor and outdoor, soiling and topping with manure, sand and other micro nutrients.
4. The contractor will be required to supply seasonal flower saplings etc., for replacement and other horticultural inputs such as manure/fertilizers, compost etc., for healthy growth of plants/rose plants/hedges and due care should be given to the fertility of soils at no extra cost. The hostel block horticulture shall be taken care with utmost care and planting of new saplings of seasonal flowers and rose beds in such a way that the area represents a picturesque image to the satisfaction of the officer-in-charge.
5. The garden area has to be kept neat and clean free from unwanted bush plants scrubs etc
6. The agency shall arrange the requisite tools viz. spades, kudavali, pick axe, Hedge scissors, sickle, pruning knife, grafting/budding knife, grass scissors, fork, shovel etc., in sufficient numbers for effective horticulture maintenance and soil conservation works.
7. The contractor will be responsible for engaging proper manpower for required for the entire horticultural works and garden maintenance. The number of man power required shall also be quoted including No. of gardeners, assistants and grass cutters etc.,

Signature of the bidder

8. All the garden and horticultural implements/materials as estimated by the NPTI/HLTC should be procured and stocked by the contractor at the store room allotted by the HLTC for verification, before 10th of every month failing which will lead to the penalty at proportionate rates and will be deducted from the bills submitted for the month or payment due to the contractor will not be released.
9. The contractor's men may be provided with uniforms and identity cards, the necessary gate passes has to be obtained for entry to the HLTC complex.
10. Working hours should be followed strictly as mentioned below:
08:00 Hrs to 12:00 Hrs & 13:00 Hrs to 17:00 Hrs
11. Any damage to the materials, civil works particularly Pipe lines & Electrical fittings/cable etc., has to made good by the contractor within one week, otherwise payment due to the contractor will not be released.
12. The contractor shall be responsible to start the work daily at 0800 Hrs and finish all the work by 1700 Hrs of each day. Water from the bore well will be provided at suitable water points existing in the campus. For various utilization, the contractor shall use in efficient manner as per its availability.
13. **PENALTY:** If any plants withered due to the negligence of the contractor, the contractor at his own cost shall replace the similar plant, otherwise action will be taken as per the conditions of contract.

Read and accepted.

**Signature and stamp of the Bidder
or Authorized signatory**

Date:

Place:

SECTION-VI TECHNICAL BID

(On the letter head of the concern submitting the bid)

To

**The Director,
National Power Training Institute,
Hot Line Training Centre,
26th KM, Kanakapura Road,
Bangalur- 560 082.**

Ref.: Tender No. 45/Security/HLTC/2012/34 Dated: 04-04-2012

Sir,

I/We hereby undertake to carry out the **Horticulture Maintenance works at NPTI /HLTC complex at Somanahalli, Bangalore** as specified in the Bid/tender document and agree to hold this offer open for a period of **90 days** from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

- I/we have understood the Instructions to Bidders and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and am/are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.
- Certified that I/we have the experience of more than _____ years in horticulture maintenance and related works. Certified copies of at least one work-order pertaining to each of the last two years are enclosed with this bid.
- A detailed profile of the organization as filled in as prescribed in the Annexure –1 of the bid document is enclosed with this bid. Other details required to be submitted with this bid as per the bid document are also enclosed as follows:
 - (a) Copies of experience in horticulture maintenance works executed with Central / State Govt. Departments / Govt. Bodies / Undertakings funded by Govt. for a value not less than **₹. 2.23 Lakh per annum in a single work order** executed during the last three years. (Self-attested copies of the relevant work orders are to be enclosed).
 - (b) Income tax return particulars for the previous two financial years **(2009-10 & 2010-11)**
 - (c) A copy of PAN card
 - (d) Copy of Registration certificate if any, with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Agency under this contract.

Signature of the bidder

- (e) Copy of Valid EPF registration particulars, Service Tax Registration Certificate if any.
 - (f) Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.
 - (g) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
 - (h) Earnest Money Deposit (EMD) of **₹.6,000/-** by means of demand draft/Pay order/Banker's Cheque drawn in favour of '**Director, HLTC**' and payable at Bangalore
- We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

**Signature and stamp of the Bidder
or Authorized signatory**

Dated this _____ day of _____ of 2012

Telephone: _____

Address _____

FAX _____
E-mail _____

Company Seal

SECTION-VII

PRICE BID

Having examined the bidding documents and having submitted the technical bid for the same, we, hereby submit the Price Bid for the horticulture maintenance works of NPTI /HLTC complex in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

The Price quoted by us for the scope of work detailed in Section V of the bid document is as below:

Sl. No	Description of work	Lumpsum rate per month
1.	Horticultural and horticulture maintenance including maintenance of avenue trees, mowing of lawns using lawn mower, cutting and pruning of hedge plants, watering and applying of fertilizers, grass cutting in open area at HLTC complex and maintenance of potted plants, planting of new plants and trees etc., complete except on Sundays & National Holidays as directed by the officer concerned for the Institute, Hostel surrounding, Primary Health Centre, Hanger area, near Substation room & pump rooms and as per the instructions of the officer-in-charge.	Lump sum rate per month with all the necessary tools and fertilizers & other materials etc., ₹. (Rupees.....))
	Grand Total per month	₹..... / month

(Rupees only)

- The Contractor shall deploy a minimum of 3 unskilled workers for the horticulture works detailed in section V (Scope of Work).
- The Contractor shall pay the wages as declared by the Chief Labour commissioner (central) , Govt. of India, Ministry of Labour, presently the wages as per the order dated Sept'11 are
- **₹.268.58** for unskilled where the given rate is inclusive of VDA , EPF(13.61%), ESI (4.75%) and Bonus(8.33%) which are to be paid by the contractor. Agency whose offer without complying the above is summarily rejected.
- The Contractor shall comply the acts /rules, such as minimum wages Act-1948, Provident Fund Rules & any other rule formed by the Govt. of India and he shall ensure to keep the periodical payments of PF ESI etc., in the names of each workers. The Contractor shall quote the prices considering the compliance of above rules and shall keep all the records /documents for verification by Engineer -in-charge.

Signature of the bidder

Undertaking by the contractor:

- We do hereby undertake that, in the event of acceptance of our bid, we will carry out the horticulture maintenance works as stipulated in the tender document and that we shall perform all the incidental services.
- We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
- We have carefully read and understood the terms and conditions of bid document and its implications. We do hereby undertake to supply all the specified items of service.
- We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

(Signature of authorized signatory)

Dated this _____ day of _____ of 2012

Telephone:

FAX

Email

Company seal

ANNEXURE -I

PROFILE OF ORGANIZATION

SL NO	NAME OF THE WORK	Horticulture maintenance works at HLTC Complex at Somanahalli, Bangalore
1	Name of the Firm	
2	Registration No If any	
3	Address with Phone/Fax/Mobile Nos:	
4	Year of Establishment of the firm/experience in the execution of security services contracts:	
5	PAN/TIN No: (enclose copies)	
6	Service Tax No: (if any)	
7	Details of works executed during the last 3 years (add documentary proof of the same)	(1) (2) (3)
8	List of similar work undertaken/in hand at present	(1) (2) (3)
9	Any other information in support of their past/present experience	

Signature & Seal of bidder