

BID DOCUMENT

FOR

**OUTSOURCING SERVICES TO THE SHILPARAMAM ARTS, CRAFTS &
CULTURAL SOCIETY, MADHAPUR, HYDERABAD**

**Tender Notice No. : SACCS/340/Tenders- Landscaping and Garden Maintenance /
2015-16**

Name of the Agency :
and Address

.....

.....

Sub: Shilparamam –To provide Landscaping and Garden Maintenance on outsourcing Through Manpower supplying Agencies to Shilparamam, Madhapur, Hyderabad – Reg.

TENDER

LANDSCAPING AND GARDEN MAINTENANCE ON OUTSOURCING TO SHILPARAMAM, MADHAPUR, HYDERABAD

As per document attached.

Cost of the Tender Document (Non – Refundable):

Rs.5,000/- (Rupees Five Thousand Only) through Demand Draft in favour of **Special Officer, Shilparamam, Hyderabad**

**Tender Schedule Issued To:
(Name & Address of the Firm/Agency)**

Sri/M/s. _____



**TENDER DOCUMENT FOR PROVIDING LABOUR & SUPERVISORS FOR
LANDSCAPING & GARDEN MAINTENANCE IN SHILPARAMAM MADHAPUR
HYDERABAD, FOR THE YEAR 2015-16
FROM SERVICE PROVIDER AGENCIES / FIRMS**

1. Sealed tenders in conformity with detail tender call notice are invited from the service provider Agencies/ Firms having valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Service Tax Registration, **ISO 9001-2008 Certificate** and PAN Card, up to date, VAT clearance certificate and having similar line of business for more than 2 years towards outsourcing of Labour & Supervisors for Landscaping & Garden maintenance in Hyderabad. The service providers should have local Offices at Hyderabad to ensure satisfactory fulfilment of contractual obligations.
2. The agency should be Firm/Company Registered under the Partnership Act / Companies Act 1956/ Societies Act / LLP having Experience of Minimum of 3 years in the same line of Business Public sector undertakings and Government offices.
3. The Agency should be registered with Labour Dept. of Government of Telangana / Andhra Pradesh / Central Government., holding a valid license under the latest Contract Labour (Regulation/Abolition) Act, for engaging a minimum of 100 Employees and should be having valid ESI, EPF Code No., Income tax Account No. Service Tax Regn No. etc., the Tenderer should also be registered under the Telangana/AP shops & Establishments Act. All statutory requirements, as state above and as applicable should be fulfilled. He should also produce evidence that he has not defaulted in the past in complying with any statutory obligations under the prevailing laws.
4. The Agency should have an annual turnover of Rs. 20.00 Lakhs, during the each of the last 3 years and should have a staff of 10(Ten) or more per shift for one client and should have a minimum experience of 5 years in same line of business in Public Sector undertaking Government offices.

5. The agency should be capable of providing a solvency certificate for a minimum value for Rs. 5.00 Lakhs from any Scheduled Bank.
6. The tender document can be obtained from the Special Officer Shilparamam, Hyderabad, fee of **Rs. 5000/- (Rupees Five thousand only)**, towards the cost of the tender document (Non Refundable), along with the Earnest Money Deposit (EMD) **for Rs 1,00,000/- (Rs. One Lakh only)** may be enclosed in the form of separate Demand Drafts drawn in favour of the "**Special Officer Shilparamam Hyderabad**" and submitted along with the Technical BID.
7. The tenders should be submitted in two sealed covers.
 - (A) The first sealed cover should be super scribed "**Technical Bid**" and should contain
 - I. Checklist of documents submitted (**Annexure-I**)
 - II. The Proforma at **Annexure-II** duly filled in.
 - III. Agency profile including previous experience of manpower supply to Government / Semi Government / autonomous agencies.
 - IV. Acceptance of terms and conditions there under.
 - V. Demand Draft for Earnest Money Deposit.
 - VI. Demand Draft towards the cost of Tender document.
 - VII. All other required documents.
 - (B) The second sealed envelope super scribed '**Financial Bid**' should contain only rates which are to be quoted on monthly basis (**Annexure-III**).
 - (C) Both the sealed covers should be placed in the main sealed envelope super scribed '**Tender for Outsourcing of Labour & Supervisors for Landscaping & Garden maintenance**'. This should be addressed to **THE SPECIAL OFFICER, SHILPARAMAM, MADHAPUR, HYDERABAD- 500 081** and sent by hand delivered latest by **01:00 P.M. of 24-07-2015 and shall be opened on the same day at 03-00 PM** in presence of the Tenderers or their authorized representatives in the Shilparamam Office. If the office is being closed on the last date of receipt or opening of bid as specified, the bid will be received / opened on the next working day at the same time and venue.

8. Tenders received after, the due date and time will be summarily rejected. Incomplete and conditional tenders shall not be accepted.
9. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria as it may fix and only those found fit will be eligible for financial bid opening.
10. The bidders are required to submit EMD and cost of the document along-with the attested copies of valid Registration Certificate, EPF Registration, ESI Registration, ISO 9001-2008 Certificate, Pan-Card and up-to date VAT & Service Tax clearance along-with the bid documents, failing which the tender shall be declared as non-responsive and thus liable for rejection.
11. Submission of more than one tender paper by a Tenderer for a particular work will render the bid liable for rejection.
12. The bidders may assess about the nature and quantum of work before quoting their rate.
13. The rates for different category of manpower that may be required for the proposed services shall not be less than the rates of minimum wages prescribed by the Government from time to time under contract Labour (R&A) Act-1970 & 1971 and the Minimum Wages Act 1948.
14. The supervision charges, rate of wages, statutory dues and other allowances etc. under the labour law and other laws payable by the employer (the bidder) should be indicated in detail as per the enclosed **(Annexure-II)**.
15. The bidders are required to quote their rates both in words and figures and put their signature; they should also sign on any overwriting or any correction made in the tendered rate. The rates filled in figure only and not in words shall be liable for rejection for which no paper cost shall be returned to the Tenderer (s).
16. The bidders while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender document including EMD. Conditional tenders will not be accepted under any circumstances by the authority. EMD deposit of unsuccessful bidders will be refunded within 90 days after finalization of Tender without interest.

17. The Bank Draft/ Bankers Cheque produced in relation to this tender should be drawn on any Scheduled Bank in favour of the “**Special Officer Shilparamam**”, payable in Hyderabad. Other details can be seen in bidding document. The authority reserves the right to reject any or all the tenders without assigning any reason thereof.

18. RIGHT TO ACCEPTANCE OR REJECTION OF TENDERS:

A. The tender is liable to be rejected inter-alia:

- a) If it is not in conformity with the instructions mentioned in the tender paper.
- b) If it is not properly signed by the bidder.
- c) If it is received by telex or telegram.
- d) If it is received after the expiry of the due date and time.
- e) If it is not enclosed with the cost of the Tender Document.
- f) If it is not accompanied by the requisite EMD and proper documents.
- g) A list of manpower available with the firm with qualification must be enclosed along with the tender papers.

B. This office reserves the right to:

- a) Accept / Reject any of the tender in full or part thereof.
- b) Revise the requirement at the time of placing the order.
- c) Add, modify, relax or waive any of the conditions stipulated in the tender specification Wherever deemed necessary.
- d) Reject any or all the tenders in part or full without assigning any reason thereof.
- e) Award contracts to one or more bidders for the items covered by the tender.

19. **SCOPE OF WORK**: To provide Labour & Supervisors for Landscaping & Garden maintenance to Shilparamam Madhapur, Hyderabad during the period of contract. Details of the job work are as under:

JOB DESCRIPTION

1. The Agency should engage the Labour & Supervisors in one shift of 08:00 hours from 10:00 AM to 06:00 PM every day.
2. The implements, fertilizers, pesticides etc. required for Landscape maintenance will be arranged by shilparamam itself.
3. It is the responsibility of the Agency to collect garbage and waste material and clear the site by carting out the same out of the premises on their own cost and expenses.

20. **EARNEST MONEY DEPOSIT**: The bidders shall enclose with the Tender EMD amounting of Rs 1,00,000/- (Rupees One Lakh only) in the form of Bank draft drawn on any Nationalized/Schedule Bank in favour of the Special Officer Shilparamam, payable in Hyderabad.
21. **PERIOD OF CONTRACT**: The initial period of contract would be **One year extendable by another one year based on the satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the competent authority.** Service charges/rates quoted by the agency would be fixed for a period of **one year** and any statutory increase in wages/DA etc. is to be absorbed by the agency. After satisfactory completion of a year of service, the contract can be extended for another year on the same terms and conditions with mutual agreement.

GENERAL CONDITIONS OF CONTRACT:

The Agency should provide Uniforms & ID cards to the individual on their own cost.

1. The manpower will have to be supplied by the agency within 15 days of award of contract.
2. If the persons deployed are found unsatisfactory by the Special officer, Shilparamam, such persons have to be replaced by the Agency with suitable alternate within a week.
3. The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Service Provider before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

4. The service provider shall engage necessary persons as required by this office from time to time. The Deployment of personnel is to be on monthly basis. Thus deployment/ arrangement of the personnel should be in such a manner that there shall be no violations of any leave Rules and weekly off days. The Tenderer will have to bear cost of providing personnel for this work load / duty hours or weekly off. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month.
5. Service provider to pay their salaries every month through bank account only.
6. The Agency should engage extra Labours during Mela periods.
7. The Agency should engage Tractor to clean the waste material and Garbage by engaging as many as trips as required per day at own cost.
8. There is no Master and Servant relationship between the employees of the service provider and this office and further that the said person of the service provider shall not claim any absorption in this office or the Government of Telangana.
9. The service provider's person shall not claim any benefit/compensation/absorption/ regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970 & 1971. Undertaking from the persons to this effect shall be submitted by the service provider to this office.
10. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature.
11. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer in-charge upon any matter arising under the clause shall be final and binding on the agency.
12. That the persons engaged shall not be below the age of 18 years or above the age of 45 years and they shall not interfere with the duties of the employees of this office.

13. The functional control over the personnel deployed by the Agency will rest with this office and the disciplinary administrative / Technical control will be with the Agency.
14. This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
15. The service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
16. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
17. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and this office shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will require providing particulars of EPF, ESI of its employees engaged in this office. The Agency will comply all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.
18. The service provider will submit the bill in triplicate to **THE SPECIAL OFFICER SHILPARAMAM MADHAPUR HYDERABAD- 500 081** in respect of a particular month in the first week of the next month. The payment will be released by the third week of the following month after subject to certificate given by the Officer In-Charge and production of documentary evidence towards E.P.F./ESI/Service tax of its staff for the previous month. Tax if any shall be deducted at source as per the relevant Act.
19. Payments to the service provider would be strictly on certification by the officer with whom he is attached to the effect that his services were satisfactory and attendance as per the

bill preferred by the service provider.

20. No wage/remuneration will be paid to deployed persons for the days of absence from duty.
21. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.
22. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
23. The service provider shall be contactable at all times and messages sent by phone /e-mail/ fax / special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Department in fulfilment of the contract from time to time.
24. This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
25. That the Service Provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the Agency, the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with Agency and this office will no way be responsible for it or any other clause mentioned above.
26. This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

27. The successful bidder shall furnish a security deposit equivalent to **Three months** of the contract value less the EMD already paid at the time of Agreement, in the form of an account payee demand draft drawn in favour of the "**THE SPECIAL OFFICER SHILPARAMAM** payable at HYDERABAD from a nationalized bank in an acceptable form safeguarding the interest of this office in all respects. The security deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by this office or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.
28. The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions on non judicial Rs. 100/-stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of **One year** and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of **12 months** and no request for any change/modification shall be entertained before expiry of the period of **12 months**. Any statutory increase in wages/DA etc. is to be absorbed by the service provider. The contract/agreement is extendable by **one more year** subject to satisfactory performance of the agency and such amendments as mutually agreed to.
29. The service provider shall not assign, transfer, pledge or sub contract let the performance of services.
30. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Service Provider from the office shall be forfeited.
31. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

32. In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Governing Body of the Shilparamam, whose decision shall be binding on both the parties.
33. The bidders shall have to obtain the required license from the licensing authority of respective Department/Circle/Division/Other units before deployment of personnel in this office.
34. That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
35. This office reserves the right to reject any or all the tenders without assigning any reason whatsoever and the decision of the management shall be final and binding on all the bidders.
36. The agency should engage Tractor to clean the waste material and garbage by engaging as many as trips as required per day at own cost.
37. The Agency should quote the amount as per the wages payable under minimum wages act. The tender with less amount than the amount payable as per the above act shall be liable for rejection.

- NB.** 1. EPF and ESI contribution to be paid for personnel employed by Tenderer shall be responsibility of Tenderer.
2. For every 6(six) days of duty of personnel one day off with payment will be given. The Tenderer Will have to bear cost of providing personnel for this weekly off. The total monthly rates quoted Shall inclusive off all these, including profits, overheads, bonus, gratuity etc and taxes whatsoever payable.

UNDERTAKING BY THE BIDDER

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of the Tenderer with Seal

Name:

Designation:

Address:

Phone No.

(ANNEXURE-I)

CHECKLIST OF DOCUMENTS SUBMITTED

Sl.No	Documents to be submitted	Submitted	Not submitted	Remarks
1	Copy of Registration of firms / company			
2	Copy of Registration certificate of EPF			
3	Copy of Registration Certificate of ESI			
4	Copy of Labour license			
5	Copy of Income Tax Return for last 3 years			
6	Copy of Service Tax Registration			
7	Copy of ISO 9001-2008 Certificate			
8	Copy of PAN/TAN Card			
9	List of clients indicating quantum of work executed with them			
10	Proof of experience			
11	Details of EMD deposited			
12	Details of Cost of bidding document			
13	Copy of VAT Certificate.			
14	Last 3 years audited statement from Chartered Accountant			
15	Rate quoted complies with the Minimum Wages Act of State Govt. with all other statutory provisions			

Signature of Bidder Seal of Establishment

Full Name of Bidder with address & Date

PROFORMA FOR TECHNICAL BID**ANNEXURE- II**

S.No.	Particulars	To be filled in by the Tenderer
1	Name of the Agency	
2	Details of EMD	
	(i)Amount	
	(ii)Draft No.	
	(iii) Date	
	(iv)Issuing Bank	
3	Date of establishment of the agency	
4	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
5	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act 1970 & 1971.(Copies of all certificates of registration to be enclosed.)	
6	PAN/TAN Number(copy to be enclosed)	
7	Labour License Number (copy to be enclosed)	
8	Service Tax Registration Number (copy to be enclosed)	
9	EPF Registration Number (copy to be enclosed)	
10	ESI Registration Number (copy to be enclosed)	
11	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to attached in this regard.)	
12	Length of experience in the field	
13	Experience in dealing with Govt. Departments (Indicate the names of the Departments and years of dealing with those Departments and attach copies of contracts orders placed on the agency.)	
14	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached.	
15	Whether agency profile is attached?	
16	List of other clients	

Signature of Bidder
Office Seal

PROFORMA FOR FINANCIAL BID

Proforma for submission of rate:

The Agency / Contractor should quote his price as per the basic minimum wage after addition of cost of index VDA points released by the Labour Dept. The rate shall include wages ESI @ 4.75%, EPF 13.61% on the wages, Service Tax @ 14% and agencies contribution.

Tentative Number of Landscaping Labours (Helper Unskilled) required per day – 32 Nos. & Gardener (semi skilled)- 2 Nos. the figure may varies as per requirement on day to day basis.

➤ **Information of Landscaping Labour:**

Rate per month per person (Basic +VDA)	}
ESI	
Employer's contribution	
Employee's contribution	
PF	
Employer's contribution	
Employee's contribution	
Service Charge	
Service Tax	
Consolidated pay	

➤ **Information of Gardener :**

Rate per month per person (Basic +VDA)	}
ESI	
Employer's contribution	
Employee's contribution	
PF	
Employer's contribution	
Employee's contribution	
Service Charge	
Service Tax	
Consolidated pay	

Any other points to be mentioned:

Certified that, the above quoted rates are complies with minimum wages act as per the circulars issued by the Govt. / Labour Dept. from time to time and all the statutory provisions & rules as applicable. The above rates are inclusive of Service tax or any other tax payable to Government.

Certify that, we pay the wages & statutory provisions to the Labour (Helper unskilled) / Gardener (Semi Skilled) as per the minimum wage act and G.O's / circulars issued by Govt. and Labour Dept. from time to time strictly without any violations or deviations.

Signature of Bidder
Office seal