

TENDER DOCUMENT

FOR

**PROVIDING LANDSCAPING & GARDEN MAINTENANCE IN SHILPARAMAM,
ARTS, CRAFTS & CULTURAL SOCIETY
MADHAPUR, SHILPAKALAVEDIKA & UPPAL, HYDERABAD**

Name of the Agency :

:

Schedule & Tender details:

Cost of Tender Document : Rs.1,000/-

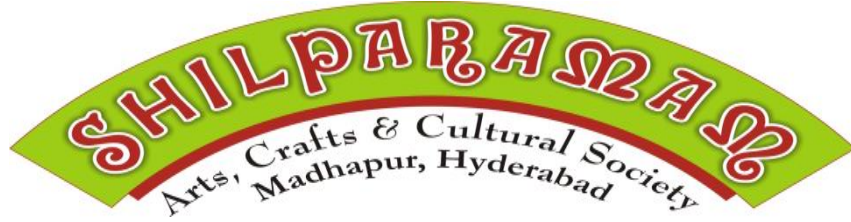
EMD (refundable) : Rs. 50,000/-

Date of issue of Tender Document : 12-03-2024 to 15-03-2024 up to 1.00 PM

Last date and time for filling of Tenders : 15-03-2024 by 3.00 PM

Date and time of Opening Tenders : 15-03-2024 at 4.00 PM

Place of Opening Tenders : O/o. The Special Officer
Shilparamam, Madhapur,
Hyderabad, 500 081



Sealed Tenders are invited from the eligible Agencies / Firms / Contractors in Landscaping& Garden Maintenance in Shilparamam, Madhapur, Uppal & Shilpakalavedika Hyderabad to provide labour on outsource basis.

ELIGIBILITY CRITERIA:

1. Agencies / Firms / Contractors having minimum of 10 years experience both in the execution of Landscape and Gardening works having done in Government organizations like Municipality, HMDA and Public Gardens and in the prestigious premises of public undertaking and companies etc., and in providing Labour on outsourcing basis are alone eligible to participate in the Tender process. They should produce evidence with the certificates given by such Government Organizations under their seal and signatures.
2. They should have valid a) Registration Certificate, b) Labour Licence, C) EPF Registration, D) ESI Registration, E) GST Registration, F) PAN Card (Certified Copies of all these certificates / licences should be enclosed).
3. They should have an Annual Turnover of not less than Rs. 50.00 Lakhs every year in the last 3 years. (Copies of Audited Statements and IT Returns must be enclosed).
4. Defaulters of Shilparamam or any other Govt. Department / Agency /Institution in not paying the wages or not crediting the amounts like EPF and ESI etc., to the outsourced labour within a week of receiving cheques from the office concerned are not eligible to submit Tenders and will not be considered .

Only such of those categorised agencies fulfilling the above criteria will be considered and others while not fulfilling will be summarily rejected. The persons / Agencies already in the panel will be given preference, provided their work is good and satisfactory.

OTHER TERMS & CONDITIONS:

5. The Successful agency should have to provide interest free Security Deposit of Rs. 5.00 Lakhs which will remain with the Shilparamam during the contract period.
6. EMD for Rs.50,000/- in the shape of DD, drawn in favour of "Special Officer, Shilparamam" shall be enclosed with the Tender Document.
7. The Tender should be submitted in two sealed covers.
 - A) Sealed envelope should be super scribed "Technical Bid (Part-I)", and should contain the following documents.
 - 1) Profile of the Agency / Firm / Contractor in the prescribed format given as Annexure-I.
 - 2) Check list of the Documents.
 - 3) Copy of the Registration of the Firm / Agency / Contractor.
 - 4) Copy of the Labour Licence.(for 30 persons)
 - 5) Copy of the EPF Registration
 - 6) Copy of the ESI Registration.
 - 7) Copy of the GST Registration.
 - 8) Copy of the PAN Card.
 - 9) Copies of the Audited Statements for the last 3 years i.e., for 2022-23, 2021-2022, 2020-2021.
 - 10) Copies of the IT returns of the last 3 years.
 - 11) Documents in proof of 10 years experience.
 - 12) EMD for Rs.50,000/- in shape of DD drawn in favour of "Special Officer, Shilparamam".
 - B) The second sealed envelope super scribed '**Financial Bid**' (Part-II) should contain only rates which are to be quoted as the Service charges (Agency Commission) for providing the labour on outsource basis, based on the wages fixed by the Labour Department of the state of Telangana Government at the time of filing.

(C) Both the sealed covers should be placed in the main sealed envelope super scribed '**Tender for Outsourcing of Labour for Landscaping & Garden maintenance**'. to be addressed to **THE SPECIAL OFFICER, SHILPARAMAM, MADHAPUR, HYDERABAD- 500 081** and submitted by **03:00 P.M. on 15th March, 2024.**

8. Tenders received after the due date and time will and summarily be rejected. The Incomplete filled and not fulfilled documents and any conditional tenders shall not be accepted and summarily be rejected.
9. The Technical Evaluation Committee will scrutinise the tenders with reference to the qualifications assess and the ability of the agencies to render the requisite services based on its past record, profile, relevant experience and on such other criteria as it may fix.
10. Submission of more than one Tender by a Tenderer for a particular work will render the bid liable for rejection.
11. The bidders may assess about the nature and quantum of work before quoting their charges.
12. 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 rate quoted.
13. EMD deposit of unsuccessful bidders will be refunded within 15 days after finalization of Tender without interest.
14. Special Officer, Shilparamam reserves the right to reject any or all the Tenders without assigning any reason thereof.
15. **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 conditions mentioned in the tender document.
 - b) If it is not properly signed by the bidder.
 - c) If it is received by telex or Email.
 - d) If it is received after the expiry of the due date and time.
 - e) If it is not accompanied by the requisite EMD and relevant documents.

B. Special Officer, Shilparamam reserves the right to:

- a) Accept / Reject any of the tender in full or part thereof giving reasons thereof.
- b) Maintenance terms and conditions for the service providers and schedules are enclosed to go through before submission of tenders with their acceptance

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

JOB DESCRIPTION

1. The Service Provider Agency should provide the required number of Labour in one shift of 08:00 hours from 9 AM to 5 PM every day.
 2. The agency is responsible for upkeep and maintenance of entire landscape area in Shilparamam through the labourers provided by the Agency to Shilparamam.
17. The manpower will have to be supplied by the Service Provider agency within 15 days of award of contract.
18. If the persons deployed are found unsatisfactory by the Shilparamam, such persons have to be replaced by the Service Provider Agency with suitable alternate persons within a week.
19. The persons supplied by the Service Provider Agency should not have any Police records/criminal cases against them. The Service Provider Agency should make adequate enquiries about the character and antecedents of the persons whom they are providing to Shilparamam. The Service Provider Agency shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
20. The Service Provider Agency 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 Agency will have to bear cost of providing personnel for this work load / duty hours or weekly off. The said persons Agency by the service provider shall be the employee of the Service Provider Agency and it shall be the duty of the service provider to pay their wages every month.
21. Service Provider Agency to pay their salaries every month through bank account only.

22. The Service Provider Agency should engage extra labour during Mela period.
23. There is no Master and Servant relationship between the employees of the Service Provider Agency and Shilparamam Society and further that the said person of the Service Provider Agency shall not claim any absorption+ in Shilparamam or the Government of Telangana.
24. The Service Provider Agency 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 Agency to Shilparamam Society.
25. The Service Provider Agency personnel should be polite, cordial, positive and efficient, while handling the assigned work. The Service Provider Agency 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 Shilparamam Society. The decision of the officer in-charge upon any matter arising under the clause shall be final and binding on the agency.
26. The functional control over the personnel deployed by the Service Provider Agency will rest with Shilparamam Society and the disciplinary administrative / technical control will be with the Agency.
27. Shilparamam Society may require the Service Provider Agency to discontinue or remove from the site of work, any person or persons, employed by the Service Provider Agency, who may be incompetent or for his/ her/their misconduct and the service provider shall forthwith comply with such requirements. The Service Provider Agency shall replace immediately any of its personnel, if they are unacceptable to Shilparamam Society because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving instruction from Shilparamam Society.
28. The Service Provider Agency have to provide Photo Identity Cards to the persons employed by them for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
29. 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

Agency.

30. That the Service Provider 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 Service Provider Agency will require providing particulars of EPF, ESI of its employees engaged in this office. The Service Provider Agency will comply all statutory provisions of law, rules and regulations of Act and keep Shilparamam Society informed about any amendment in the law from time to time.
31. The Service Provider Agency should pay the wages/remuneration to the Labours/Supervisors on 1st day of every month by depositing into the Bank Accounts of the individuals. The remuneration should be paid at the rates fixed by the Government from time to time. To ensure payment of wages/remuneration on 1st of every month the bills with attendance sheet should be submitted by 25th of the previous month.
32. Payments to the Service Provider Agency would be strictly on certification by the Shilparamam officer employee with whom he is attached to the effect that his services were satisfactory and attendance as per the bill preferred by the service provider.
33. No wages apart from weekly holiday will be paid to deployed persons for the days of absence from duty.
34. The Service Provider Agency will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of Shilparamam Society.
35. The Service Provider Agency 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 Agency.
36. The Service Provider Agency shall be contactable at all times and messages sent by phone/e-mail/fax/ special messenger from Shilparamam Society and its officials shall be acknowledged immediately on receipt on the same day. The Service Provider Agency shall strictly observe the instructions issued by the Shilparamam Society in fulfilment of the contract from time to time.

37. Shilparamam Society 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 Agency.
38. That the Service Provider Agency 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 Shilparamam Society 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 Shilparamam Society 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 Service Provider Agency. The responsibility will remain with Service Provider Agency and Shilparamam Society will no way be responsible for it or any other clause mentioned above.
39. The Service Provider Agency shall 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.
40. The successful bidder shall furnish a security deposit of Rs.5,00,000/- (Rupees Five Lakhs Only) in the form of an account payee demand draft drawn in favour of the "SPECIAL OFFICER SHILPARAMAM" payable at HYDERABAD from a nationalized bank in an acceptable form safeguarding the interest of Shilparamam Society in all respects. The security deposit shall remain with Shilparamam Society during the currency of the Agreement period. However, it will not carry any interest.
41. The successful bidder will enter into an agreement with Shilparamam Society for supply of suitable and qualified manpower as per requirement of Shilparamam Society on these terms and conditions on non judicial Rs. 100/-stamp paper. The above stamp paper will be arranged by the successful bidder for execution of agreement. The agreement will be valid for a period of One year.
42. The service provider Agency shall not assign, transfer, pledge or sub contract let the

performance of services.

43. 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 the Security Deposit and any other amount due to the Service Provider Agency from the office shall be forfeited.
44. 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.
45. In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Executive Body of the Shilparamam, whose decision shall be binding on both the parties.
46. If any amount is found payable by the Service Provider Agency 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.
47. The Service Provider Agency shall have to obtain the required license from the licensing authority of respective Department/Circle/Division/Other units before deployment of personnel in the Society.
48. The Service Provider Agency shall submit Bank Statement duly attested by the Bank Authorities every month covering details of wages paid to the labours /Supervisors supplied to Shilparamam.
49. The Service Provider Agency must give wage slips to the persons engaged by them on 1st of every month and EPF slips annually, ESI card should be issued to all sponsored employees.
50. The Service Provider Agency should comply with all instructions issued by the Government/ Shilparamam, from time to time for the Welfare of Outsourcing Personnel.

51. Any Statutory revision in Taxes will be allowed by the Shilparamam. Every month, the Agency has to produce proof duly showing the remittance of EPF, ESI as per Acts separately for the personnel outsourced to the Shilparamam and shall pay the remuneration given by the Shilparamam to all the employees and produce records before an officer nominated by the Shilparamam for this purpose. Only upon production of proof of remittance of all statutory deductions and wages of previous month, the payment towards the wages/remuneration of the subsequent month will be released. **The agency will must to provide staff Attendance sheet & individual (EPF & ESI passbooks) monthly deductions of EPF, ESI of its employees engaged in this office.**
52. The work shall be carried out in all the days including Sundays and all Public holidays based on the requirement of the Shilparamam.
53. The Service Provider Agency will be responsible as the supplier of Labourers and Supervisors for Landscaping work to maintain Personnel records such as pay rolls, attendance sheets, leave records, service records etc., which shall be readily available for scrutiny / inspection by the officials of the Shilparamam or Government.
54. The Service Provider Agency shall not enter into sub-contracts or appoint any other agent to perform the obligations arising under this agreement.
55. The Shilparamam reserves the right to impose penalty for any irregularity committed by the person appointed by the Service Provider Agency.
56. In case of any over payment or wrong payment made to the Service Provider Agency, due to wrong interpretation of the provisions of this Agreement or otherwise due to over sight or calculation error etc., such payment will be deducted in the subsequent bills or failing that from the bill or bills and if any balance amount is left over the same would be adjusted from the Security Deposit of the Agency available with the Society.
57. The Service Provider Agency is alone responsible to meet any claims of the Landscape Labourers and Supervisors supplied by it under any of the Labour Enactments such as Workmen's Compensation Act etc.
58. It is further agreed between the parties hereto that the Courts in Hyderabad alone shall have Jurisdiction to try and or entertain any proceedings, suits, complaints or any other matter arising out of or touching or concerning this Agreement.
59. If the Tenderer quotes same Agency commission, requisite services based on its past records, Firm Profiles, Experience in the Landscaping services.

60. The Agency may be selected on the basis of their service on its past records, Firm Profiles, Experience in the Housekeeping services.

61. The Agency to submit undertaking to the effect to follow the minimum wages Act in payment of the Housekeeping staff and any default or deviation of the above conditions may be forfeited the Security Deposit.
