

HIGH COURT OF MADHYA PRADESH, JABALPUR

Ref No. Reg(IT)(SA)/2021/298

Dated: 26-02-2021



**MAINTENANCE OF GARDEN & HORTICULTURE WORK AT HIGH
COURT OF MADHYA PRADESH, BENCH AT GWALIOR**

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**INVITING TENDER FOR MAINTENANCE OF GARDEN &
HORTICULTURE WORK AT HIGH COURT OF MADHYA PRADESH,
BENCH AT GWALIOR**

Sealed tenders are invited under two bid system for Maintenance of Garden & Horticulture Work at High Court of Madhya Pradesh Bench Gwalior as per the enclosed formats.

- The tender forms can be downloaded from the website of the High Court www.mphc.gov.in. The bidder needs to pay an amount of **Rs.5000/- (Rupees Five Thousand only)** towards tender fee for submission of tender for Maintenance of Garden & Horticulture Work by way of DD in the name of Registrar General, High Court of M.P., Jabalpur along with the tender forms.
- **The firms registered under NSIC and MSME (The vendor to be registered with both NSIC and MSME for claiming exemption of tender fees) are exempted for submission of tender fees only. But they have to submit valid EMD as per the tender requirement.**
- Tenders should be submitted in the form of two bid system viz.1 sealed cover super scribed as '**Technical Bid**' in '**Annexure-A**' and another sealed cover super scribed as '**Price Bid**' in '**Annexure-B**'. These two individual sealed covers are to be kept in a single big sealed cover superscribed as Tender for Maintenance of Garden & Horticulture work at High Court of Madhya Pradesh Bench Gwalior. **Last Date to reach us 05th April, 2021 before 3:00 P.M.**
- The sealed technical bid should be accompanied with a refundable EMD of Rs.50,000/- (Rupees Fifty Thousand only) in the form of DD / Bank Guarantee / FDR drawn favoring "**Registrar General, High Court of Madhya Pradesh, Jabalpur**" on any nationalized / scheduled bank payable at Jabalpur, without which the Bid will not be considered. The EMD will not carry any interest and it will be refunded to the unsuccessful bidders soon after the finalization of the tender. The EMD deposited by the successful bidder will be converted into Security Deposit and it will not carry any interest.

The sealed envelopes should be superscribed as "**Tender for Maintenance of Garden & Horticulture Work**" addressed to and submitted to "**Registrar General, High Court of Madhya Pradesh, Jabalpur**". The tenders should reach the above address on or before **03:00 P.M. on 05th April, 2021**. The tenders received after the due date and time will not be considered.

The schedule for processing of tender is as under:-

1. Availability of tender forms in the Website: **from 26th Feb., 2021 onwards.**
2. Last Date for Submission of tender forms: **05th April, up to 3:00 P.M.**
3. Opening of Tenders: **at 3:30 P.M. on 05th April, 2021 at High Court of M.P., Jabalpur.**

The Technical Bids will be opened on the date and time specified above. The tenderer or his authorized representative duly authorized by a letter of authority may be present at the time of opening the tender. After preliminary scrutiny of Technical Bids, verification of credentials, the price bids of only those bidders whose Technical Bids are found eligible will be opened at a later date.

Eligibility Criteria & Requirements

- The applicant must be a Registered/ Licensed Organization / Partnership firm / Sole proprietorship / Individual.
- The applicant must have a proven track record of at least **3 years in Maintenance of Garden & Horticulture Work.**
 - a. The applicant must produce relevant documentary evidence along with the tender application form.
 - b. Non disclosure of relevant information or furnishing of incorrect information/ documents will suffer disqualification of the application.
- The applicant must have average annual turnover of **Rs.10 Lakh** during last three financial years.
- The applicant must not have been at any time declared as insolvent or convicted for any offence by any Authority.
- The applicant shall comply with all the requirements of labor laws; obtain all licences / approvals / permissions to carry on the business of Maintenance of Garden & Horticulture Work.
- The applicant must not have been prosecuted or suffered any penalty for violation of any labor laws by any Authority.
- The applicant should neither be a sub-contractor to any other entity/ person.
- The applicant should not be a party to any cartel at any time for processing any contract including the present Tender.
- High Court of Madhya Pradesh is not responsible in any manner for the postal delay/loss/ non receipt of the tender.
- **The tenderers are advised to inspect the premises etc. where the services are required to be offered and assess for requirements themselves before submission of the tender.**
- The validity of the tender shall be for **06 months.**
- The rates should be quoted as per proforma given in “**Annexure – B**”.
- **The tender should be submitted in Inward / Receipt Section of the High Court of Madhya Pradesh Jabalpur on or before the date and time specified in the covering letter.**

- Corrections, if any, in the quotation should be duly authenticated with full signature. In case of any difference between the figures and the wordings, the wordings will be taken as the correct one.
- The quotation should be either typewritten or neatly and legibly hand written in dot-pen.
- The successful tenderer will be required to deposit an amount 10% of the contract value by way of a crossed A/C payee demand draft / Bank Guarantee favouring **Registrar General, High Court of Madhya Pradesh, Jabalpur**, drawn upon any nationalized bank / scheduled bank at Jabalpur, towards security deposit. This deposit will be refunded only on successful completion of the agreement period of one year. No interest will be payable on this security deposit. The EMD of the successful tenderer will be adjusted to Security Deposit.
- If the successful tenderer fails, in course of the agreement period, to comply with the terms and conditions of the Agreement, the security deposit may be forfeited in full or in part as decided by the Competent Authority.
- The Competent Authority reserves the right to change the relevant dates; to accept or reject all or any of the applications; to accept any higher bid; or cancel all tenders without assigning any reasons whatsoever.
- Any dispute arising out of or relating to this tender shall be deemed to have arisen in Jabalpur and shall be subject to adjudication of a competent Court in Jabalpur.
- The applicant must furnish an appropriate declaration in respect of the terms and conditions mentioned herein along with the application form.
- Any tender not complying with requirements/conditions either wholly or partially shall be liable for rejection.

Documents to be enclosed along with Technical Bid (copies to be self attested):

- Certificate of Registration with Labour Department, Government of Madhya Pradesh.

- Certificate of Registration with office of the Regional Provident Fund Commissioner.
- Certificate of Registration with employees State Insurance Corporation.
- Certificate of Registration for **GST**.
- Certificate of Income Tax **PAN**.
- Experience details with relevant certificates.
- Tender fees.
- Earnest Money Deposit.

TENDER CONDITIONS

The High Court of Madhya Pradesh, having its Main Seat at Jabalpur and represented by Registrar General, hereinafter referred to as the "**COMPETENT AUTHORITY**" (CA) (which expression shall, wherever the context or meaning so requires or permits mean and include its successors, legal representatives and assigns) wishes to call for tenders from the approved contractors.

Nature of work:- Maintenance of Garden and Horticulture work in High Court of Madhya Pradesh Bench Gwalior.

1. '**Garden**' means all the areas enclosed by four side fence. The compound of the High Court premises i.e. the compound.

2. **Maintenance**

2.1 **Regular Maintenance**:- The Maintenance work includes the entire lawn, plants/trees/ shrubs/ground covering plants, on the fences etc. in and out of Administrative Building and total open area including the High Court Courtyard Bench Gwalior. It includes maintenance of the existing as well as any other additions to the garden/lawn/plants etc. Apart from the above, the day to day maintenance work includes the following:

2.1.1 Lawn of the entire High Court Campus Bench Gwalior including Courtyard;

2.1.2 All trees, shrubs, hedges, plants etc. of the entire High Court campus Bench Gwalior;

2.1.3 Flower beds and fence tops;

2.1.4 Keeping plants alive and healthy;

- 2.1.5 Watering plants, shrubs, saplings, trees daily (except on rainy days) preferably in the morning & evening and not in the hot sun to avoid heavy transpiration;
- 2.1.6 Regular uprooting all kinds of weeds;
- 2.1.7 Removal of unwanted bushes from the campus;
- 2.1.8 Removing the dead leaves, cleaning the area including disposal of waste and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding red soil and manure to the roots of the plants wherever necessary;
- 2.1.9 Keeping the lawn area, garden and the surroundings in a clean and neat condition;
- 2.1.10 Replacing all the dead, diseased plants, vacant patches anywhere in the campus including the potted ones as when and where it occurs. Broken pots should be replaced with new ones by the Contractor.
- 2.1.11 Maintaining all plant hedges decently. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer gap for the next job.
- 2.1.12 Overgrowing trees from neighboring gardens spreading on to High Court premises will have to be pruned periodically from above the fence level vertically up.
- 2.1.13 Names of the plants (Hindi, English & Botanical names) have to be written on pliable plastic plates & tagged to the respective plants or erected on small poles on the soil to identify the plants.
- 2.1.14 Any gap on fences, hedges or elsewhere will have to be filled up within a week.
- 2.1.15 Performing all such other relevant maintenance services in accordance with all Laws, CA's instructions including complying with all legal formalities required in engaging suitably qualified, experienced, competent gardeners as may reasonably be required for the performance of the services;
- 2.1.16 Providing daily 4 gardeners with 8 hours diligent work, out of which at least 1 should be a horticulture nursery assistant with necessary experience and training. They should be available daily from 9.00 am to 1.00 pm and from 2.00 pm to 6.00 pm including Sundays

and holidays while taking care of statutory provisions in this regard. The same workers cannot be deployed for High Court's other gardens or any other outside garden. Over and above the minimum number of work force required as stated above, the contractor may engage additional work force as and when required to meet our job requirements mentioned in the terms and conditions of the Agreement for which no extra payment will be made to the contractor. However, in case number of work force deployed is less than what has been prescribed above, the proportionate deductions will be made from the payment to contractor.

2.1.17 The contractor shall take such steps that snakes/bandicoots etc. do not cause any menace in the garden, surroundings of High Court premises.

2.2 Other (seasonal) Maintenance:-

2.2.1 Pruning, cutting and dressing bushes and plants: pruning should be done at regular intervals, strictly ensuring no damage to the beauty & aesthetics of the hedges & plants on all sides;

2.2.2 Mow and prune the grass everywhere whenever required or at least once in a month by keeping it aesthetically decent

2.2.3 Planting of at least 400 seasonal flower plants like marigold, dahlia, zinnia, sevanthi etc. in each of the three seasons in a year at the places as may be decided by CA.

2.2.4 Planting additional 21 trees every quarter as indented by CA

2.2.5 Add 21 pots with plants once in a year as indented by the CA.

2.2.6 Burn the waste, dried leaves, mowed grass etc., once in a week only in the presence and at the direction of the Principal Registrar High Court of Madhya Pradesh Bench Gwalior, at the designated place without affecting the live trees in any manner what so ever / without causing any damage / inconvenience to the High Court or Public in the surroundings.

2.2.7 Apply Insecticides / Pesticides to control pests and cure the insect infections. Organic pesticides like Neem oil can be sprayed periodically to prevent & cure contamination.

2.2.8 Provide suitable and seasoned bio-manure / gobar / compost / fertile red soil to the plants as and when necessary or at least twice a year.

Vermi-culture may be done in the garden to make the soil more fertile.

2.2.9 Erosion of soil on any part of the garden due to rain or for whatsoever reason will have to be filled up with good red soil and leveled.

2.2.10 The contractor shall thoroughly clean the dust and dirt, debris etc., and remove all the scaffoldings and other materials used for the works away from the site and keep the site free from all the above.

2.2.11 All garden tools will be brought and maintained by the contractor at his own cost without charging extra cost.

3. Workers related:-

3.1 The workers should have experience of gardening / landscaping to perform their duties satisfactorily. They (i.e. gardeners/supervisors) should be skilled, trained, strong, healthy and medically fit, alert, polite, courteous and able to perform their duties diligently. The said workers should be properly dressed and disciplined. Any discourteous behavior on their part may lead to termination of the contract.

3.2 In the course of their activities, the gardeners, workers shall not spoil the landscape garden, plants, trees, shrubs, potted plants etc. in any manner whatsoever. They shall not disturb / cause inconvenience to the officials, participants, campus residents, any third party or their property in any case.

3.3 The Contractor shall adhere to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, Equal Remuneration Act, 1970 and rules made there under.

3.4 The Contractor shall, at his own expense, arrange to take and maintain till the end of the contract period i.e. from to, in the name of Contractor, an Insurance Policy towards Workmen's Compensation from any subsidiary of General Insurance Corporation for any bodily injury and/or death etc. of the persons engaged for the maintenance work and deposit the said Insurance Policy with High Court.

3.5 The Contractor, on the request of the CA, shall immediately dismiss from the work any of the Contractor's workers/ gardeners or any

person/s engaged by them to carry out the above jobs, who, in the opinion of the CA, may be unsuitable or incompetent for the work entrusted. Further if any of the workers/ gardeners commits any misconduct, such person/s shall not be employed again by the Contractor without the permission of the CA. Suitable replacement to be made immediately.

- 3.6 The Contractor shall not engage any person with a criminal record / conviction and shall bar any such person from participating directly or indirectly in rendering the services under this agreement.
- 3.7 The Contractor shall submit the photographs, names, addresses, phone numbers/contact numbers of the persons deployed to work in the garden.
- 3.8 Workers' register prescribed by CA will have to be used at High Court for garden workers attendance.
- 3.9 There are snakes in and around campus and hence the contractor shall provide gum-boots and hand gloves to the workers / gardeners as a protective measure. The contractor shall also provide rain protective gears to the workers / gardeners during rainy season.
- 3.10 High Court of Madhya Pradesh shall not accept any claim in the event of any worker / gardener sustaining any injury, damage or loss to either person or property either inside or outside High Court premises. If any person engaged by contractor is injured or rendered partially / permanently disabled / indisposed due to any reason such as disease, accident, fire etc. during the working hours, it shall be the sole responsibility of the contractor to take care of them and to pay necessary compensation in respect of such personnel as per relevant labour laws including all medical expenses, legal expenses etc. and High Court of Madhya Pradesh does not hold any responsibility in this regard whatsoever.

4. Penalties in case of violation of the contract:-

- 4.1 Contractor has to compensate High Court of Madhya Pradesh, in case of any default or dereliction of duty on their part in any manner in adhering to the terms and conditions as agreed to, equivalent to amounts chargeable for getting the job done from outsiders at piece meal rates plus the office overheads for the time and energy of various officials and staff as may be decided by the CA.

- 4.2 Penalty up to Rs.500/- will be imposed for the following lapses:
- 4.2.1 Non-watering/ partial watering of plants on any day.
 - 4.2.2 Unscrupulous cutting of trees/plants and allowing them die.
 - 4.2.3 Non-replacement of dead plants.
 - 4.2.4 Inadequate care of any plant leading to emaciation.
 - 4.2.5 Garbage disposal without conforming to Principal Registrar, High Court of Madhya Pradesh Bench Gwalior stipulations as above
 - 4.2.6 Not following the instructions given by the C A.
- 4.3 In case the services are not found satisfactory, the CA shall be at a liberty to withhold any payment/s that may be due to the Contractor till such time, such services are rendered to the satisfaction of the CA.
- 4.4 The Contractor shall keep the High Court of Madhya Pradesh indemnified fully and without limit against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by the High Court directly or indirectly arising on account of:
- 4.4.1 failure by the Contractor to perform any of the obligations under this contract, in accordance with the provisions of this contract;
 - 4.4.2 any claim from any statutory authority or workers of the Contractor with respect to their terms of services, arising in relation to non-compliance by the Contractor with any matter set out here in;
 - 4.4.3 any act of commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this contract by the Contractors / workers ;
 - 4.4.4 any offence mentioned in the Indian Penal Code 1860 including theft, robbery, extortion, misappropriation and the like (and its subsequent amendments including ones taking effect even after the effective date), or accident in relation to any assets or properties or documents or instruments of the Contractors which are, or are deemed to be, in custody of the Contractors;
 - 4.4.5 any adverse claim/s of whatsoever nature made on the High Court; and
 - 4.4.6 any act of the contractors' workers in any manner whatsoever

4.5 In case of failure in executing any of the Rate Schedule items and also in case of defective, untimely, delayed execution, the Registrar General, High Court of Madhya Pradesh is authorized to assess them in pecuniary terms and deduct such amount from the proceeds payable to the contractor as is deemed fit by the CA.

5. Other conditions :

5.1 The rates quoted by the contractor shall include for all the works specified above unless otherwise stated separately.

5.2 Water shall be supplied by High Court of Madhya Pradesh, Bench at Gwalior. In case of requirement, the Contractor has to make his own arrangements for water consumption required for the maintenance work. In such situation the payment in actual shall be made by the High Court.

5.3 No advance for purchase of any item for maintenance of the above work shall be payable to the contractor.

5.4 The tender shall be valid for acceptance for a period of 6 (Six) months from the last date of receipt of tender including extended dates, if any, for the receipt of tender.

5.5 The tenderers are advised to inspect the site where maintenance of garden and horticulture work is to be carried out, before quoting their rates in submission of tender.

5.6 The Agreement shall be **for a period of 1 (one) year** with effect from..... unless terminated earlier, which can be renewed further , if the High Court desires so, for a **further period of 1 year** on the same terms and conditions, subject to satisfactory performance during the contractual period.

5.7 The rates quoted shall be firm throughout the currency of contract and will not be subject to any fluctuations due to variation in cost of materials, labor and other inputs, if any. No price escalation for labor and materials or any other function related to maintenance shall be allowed under any circumstances.

5.8 The Bill should be submitted on the expiry of every month. The Bill will be settled within a period of 15 days from the date of submission of all requirements by the contractor, after satisfactory compliance of all the maintenance works in all respects.

- 5.9 The final bill will be settled within 30 days from the date of submission of final bill along with all other requirements by the contractor in all respects.
- 5.10 Contractor shall note Tax deduction at source will be made from bills while making payments.
- 5.11 All the tools for gardening including pesticide and fertilizers will be supplied by the Contractor at his own cost without charging any extra.
- 5.12 The Contractor shall not exercise any lien on any of the assets, properties, documents, instruments or material belonging to the High Court but in the custody of the Contractor, for any amount due or claimed to be due by the Contractor from the High Court.
- 5.13 The Contractor shall regularly provide updates to the CA with respect to the services provided and shall meet the officials designated by the CA to discuss and review his performance at least once in a fortnight or such intervals as may be decided by the CA.
- 5.14 The Contractor shall not assign or subcontract any of its responsibilities contained in this contract to any agent, sub-agent or subcontractor.
- 5.15 In case of any dispute relating to this contract as above, the decision of the CA shall be final and binding on the contractor.
- 5.16 Any dispute arising out of or relating to this Agreement shall be deemed to have arisen in **Gwalior** and be subject to adjudication of a Competent Court in **Gwalior**.
- 5.17 The CA, i.e., the Registrar General, High Court of Madhya Pradesh reserves the right to reject or accept any tender without assigning any reason whatsoever. If rates quoted by all tenderers widely vary from the internal estimate, the CA reserves the right to reject all the tenders and call for fresh tenders without assigning any reason whatsoever.
- 5.18 The contractor shall execute an agreement of the terms and conditions on stamp paper of appropriate value with High Court.

Signature of the Contractor
(Date & Stamp of the Company)

ANNEXURE-'A'**Tender for Maintenance of Garden & Horticulture Work**

1. Name of the Individual/Firm/ Organization and Address (with telephone number/contact Mobile No.)
2. Date of Establishment / Incorporation
3. Details of Registration with Labour Department (Central/State) / GHMC
4. Name of the Proprietor / Partners / Directors together with technical qualifications
5. Past experience in the field (Enclose testimonials for the purpose)

6.1. Maintenance of Garden & Horticulture Work (In the past 3 financial years)

Period of Contract		Name of the Firm/Person/Organization for whom Maintenance of Garden & Horticulture Work contracts were undertaken	Annual Turn over	No. of persons employed
From	To			
6.2 Maintenance of Garden & Horticulture Work (At present)-Continuing				
6.3 Mention with reasons the details of any Maintenance of Garden & Horticulture Work annulled/Broken before the end of the Contractual period.				

(1. Submit proof & Certificates, 2. Use additional sheet, if required)

7. Annual turnover during the last 3 financial years.

(Enclose copies at latest financial statement preferably audited).

Turnover (Rs. in lacs)	As at 31.03.2018	As at 31.03.2019	As at 31.03.2020

8. a. PAN.

b. GST Registration No. and latest GST return:

9. Proof of ESI registrations, :
and the registration numbers thereof

10. Name and Address of Bankers, A/c No. :
IFSC Code and type of facility enjoyed

11. Name, Address, Tel./Mobile Nos. of :
two referee institutions whom the
Gardening services were provided in the
past as mentioned in Column 6.1 & 6.2 : a)
: b)

Seal:

Signature of Tenderer

Date:

Name & Address

Note:- *Documentary evidence wherever applicable should be enclosed.*

ANNEXURE - 'B'**Price Bid****Maintenance of Garden and Horticulture work in High Court of Madhya Pradesh Bench Gwalior.**

S. No	Particulars of Work	Amount Rs.
1.	<p>a. Annual Maintenance charges for maintaining the entire lawn area, garden, trees & plants, shrubs, hedges, flower beds, ground covering plants, etc. in and out of Court Building and total open area within the High Court campus (garden as defined in tender conditions) :</p> <p>Maintenance charges including day to day maintenance, keeping plants alive and healthy, insecticide application for controlling insects, watering, providing manure, pruning, cutting, dressing, removal and disposal of dead leaves / unwanted items/ garbage, replacement for dead plants, making bunds, keeping the garden in clean and neat condition with beauty and aesthetic sense etc.</p> <p>b. i) Supplying and planting of Seasonal flowering plants (per annum) - 400 ii) Supplying of trees (21 per quarter i.e., 84 per annum) iii) Supplying of pots (21 per annum)</p>	
2.	Wages of workers	
	Total (A)	
	Taxes (To be specified exact amount instead of %) (B)	
	Grand Total (A) + (B)	
	Grand Total (in words)	

1. Conditional and ambiguous offers are liable to be rejected.
2. Tenderers shall quote his/their offer in figures as well as in words.
3. Please visit the High Court of Madhya Pradesh, Bench at Gwalior before submitting the commercial offer.
4. Kindly submit the number of gardeners to be deployed at the High Court of Madhya Pradesh, Bench at Gwalior.

**Signature of the Contractor
(Date & Stamp of the Company)**

CHECK LIST

Tenderer must ensure each item while filing the tender and put a mark (✓).

S. No.	Details	Mark (✓)
1.	They have read each and every page / instruction of this tender document carefully and only after understanding it they are submitting it.	
2.	Before submitting the document they have filled the requisite details and enclosed the required documents. They have signed each and every page of the tender document.	
3.	They have clearly understood the technical aspect of the proposed work.	
4.	The envelope shall contain the entire tender form and all required supportive documents to be enclosed as mentioned and this envelope should be clearly marked	
5.	They have enclosed tender fees and earnest money deposit in the form of account payee DD of Rs. 50,000 from Nationalized/ Scheduled bank in favour of Registrar General High court of M.P., Jabalpur having validity not less than 6 months from the date of submission with the tender document.	
6.	They have enclosed document in support of past experience and credentials of unblemished performances with reputed/major clients.	
7.	They are having adequate infrastructure and manpower to handle such a contract.	