

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-09-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-10-2026 18:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Social Justice And Empowerment
विभाग का नाम/Department Name	Department Of Empowerment Of Persons With Disabilities
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Gwalior
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :deputydirector-cds@gov.in Buyer Email id: aao-gwl.cds@gov.in
वस्तु श्रेणी /Item Category	Horticulture Service - Manpower Based Model - Maintenance of Garden/Lawn/Field/Nursery/Park; General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Landscap..
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	238 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	11859123
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	355774

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	27

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Director

GWALIOR, Department of Empowerment of Persons with Disabilities, N/A, Ministry of Social Justice and Empowerment

(Director, Centre For Disability Sports, Gwalior)

UIN Number NCTGC2415P

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and

technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

5. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.

6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

10. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the

order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Total X number of projects for providing Horticulture service with Value not less than Y in the past Z year (up to 5 years) in sector of A:As per ATC

Horticulture Service - Manpower Based Model - Maintenance Of Garden/Lawn/Field/Nursery/Park; General Maintenance Of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Landscap.. (15)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Horticulture service	Maintenance of Garden/Lawn/Field/Nursery/Park
Scope of Work	General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding) , Applying Fertilizers , Applying Pesticides , Trimming & Pruning , Landscaping
Profiles	Gardner (Mali)
Skill Category	Unskilled
Educational Qualification	Not required
Experience	3 to 7 Years
Certifications/Training/ Membership	Not required
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Madhya Pradesh
एडऑन /Addon(s)	
Inorganic Fertilizers	Yes
Organic Fertilizers	Yes
Insecticides	Yes
Herbicides	Yes
Rodenticides	Yes
Bactericides	Yes
Fungicides	Yes

विवरण/ Specification	मूल्य/ Values
Larvicides	Yes
Mulch	Yes
Fruit	Yes
Herb	Yes
Bonsai	Yes
Bamboo	Yes
Flower	Yes
Foilage	Yes
Shrub	Yes
Succulent	Yes
Electric Lawn Mover	Yes
Manual Lawn Mover	Yes
Water Pump	Yes
Blower	Yes
Tractor	Yes
Hedge Cutter	Yes
Chain Saw	Yes
Trimmers	Yes
Irrigation System	Yes
Electric brush cutter	Yes
Concrete Pots/Container - 6 Inches	Yes
Concrete Pots/Container -12 Inches	Yes
Terra-Cotta Pots/Container - 6 Inches	Yes
Terra-Cotta Pots/Container - 12 Inches	Yes
Fiber glass Pots/Container - 6 Inches	Yes
Fiber glass Pots/Container - 12 Inches	Yes
अतिरिक्त विवरण /Additional Details	
DESIGNATION	0
Title for Non Mandatory compliance 1	0
Title for Non Mandatory Compliance 2	0
Title for Non Mandatory Compliance 3	0

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources	अतिरिक्त आवश्यकता /Additional Requirement
				- Qty of Inorganic Fertilizers : 1000 - Qty of Organic fertilizers : 1000 - Qty of Insecticides : 100 - Qty of Herbicides : 100 - Qty of Rodenticides : 100 - Qty of Bactericides : 100 - Qty of Fungisites : 50 - Qty of Larvisites : 50 - Qty of Mulch : 50 - Qty of Fruit Plant/Trees : 100 - Qty of Herb Plant/Trees : 100 - Qty of Bonsai plants/trees : 100 - Qty of Bamboo plants/trees : 100 - Qty of Flower plants/trees : 500 - Qty of Foliage Plant/Trees : 100 - Qty of Shrub Plant/Trees : 100 - Qty of Succulent Plant/Trees : 50 - Qty of Electric Lawn Mover : 2 - Qty of Manual Lawn Mover : 2 - Qty of Water Pump : 1 - Qty of Blower : 1 - Qty of Tractor : 1 - Qty of Hedge Cutter : 6 - Qty of Chain Saw : 1 - Qty of Trimmer : 4 - Qty of Irrigation

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources	System : 2 • अतिरिक्त आवश्यकता Additional Requirements : 2 • Requirements
1	Bhoopendra Singh Tomar	474005,Atal Bihari Vajpayee Training Centre for Disability Sports - Gwalior Opposite IIITM Morena Link Road GWALIOR	15	Pots/Container – 6 Inches : 50 • Qty of Concrete Pots/Container – 12 Inches : 50 • Qty of Terra-Cotta Pots/Container – 6 In : 50 • Qty of Terra-Cotta Pots/Container – 12 In : 50 • Qty of Fiber Glass Pots/Container – 6 In : 10 • Qty of Fiber Glass Pots/Container – 12 In : 10 • Total Area in Sqm. : 38486 • Bonus (in % of Basic Pay) : 0 • EDLI (in % of Basic Pay) : 0.5 • EPF ((in % of Basic Pay) : 12.5 • ESI (in % of Basic Pay) : 3.25 • Monthly Wage/ Remuneration : 18018 • Non Mandatory compliance 1 (Absolute Value / Amount) : 0 • Non Mandatory compliance 2 (Absolute Value / Amount) : 0 • Non Mandatory compliance 3 (Absolute Value / Amount) : 0 • Provident Fund (in % of Basic Pay) : 0 • Deployment of Machines in months : 24 • Total no. of working days in a month : 26 • Contract Period in Months : 24

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.
For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Atal Bihari Vajpayee Training Centre for Disability Sports (ABV-TCDS)

Gwalior, Madhya Pradesh - 474015

NOTICE INVITING TENDER

OUTSOURCING OF HORTICULTURE ACTIVITIES AND MAINTENANCE OF SPORTS GROUNDS & GARDENS (INCLUDING MANPOWER, MATERIAL AND TOOLS & PLANTS).

1. INTRODUCTION

The **Atal Bihari Vajpayee Training Centre for Disability Sports (ABV-TCDS), Gwalior**, is an autonomous organisation under the **Department of Empowerment of Persons with Disabilities (DEPwD), Ministry of Social Justice and Empowerment, Government of India**, located at **Morena Link Road, Gwalior, Madhya Pradesh**. The Centre is spread over approximately **34 acres** and comprises various sports facilities, playfields, lawns, gardens, landscaped areas and other associated campus facilities.

In order to ensure proper upkeep, maintenance, beautification and effective utilisation of the sports grounds, lawns, gardens and other horticultural areas of the Centre, **ABV-TCDS, Gwalior invites bids from eligible and competent bidders/agencies for providing horticulture and allied maintenance services at the Centre.**

The selected contractor shall be responsible for the comprehensive maintenance and upkeep of the horticultural features of the entire campus, including sports grounds, playfields, lawns, trees, shrubs, hedges, flower beds, seasonal plants, potted plants and other landscaped areas. The scope shall include, inter alia, grass cutting, mowing, watering, weeding, pruning, trimming, plantation, beautification, application of manure/fertilizers/insecticides/pesticides, removal and disposal of garden waste and other allied horticultural activities necessary for maintaining the campus in a clean, healthy and aesthetically pleasing condition.

The work shall be executed strictly in accordance with the **Notice Inviting Tender (NIT), Attached Terms & Conditions (ATC), detailed Scope of Work and other provisions forming part of the tender document**. The contractor shall deploy adequate manpower, tools, equipment, machinery and other resources necessary for satisfactory and timely execution of the work and shall comply with all applicable statutory and contractual requirements.

Bidders are advised to **visit and inspect the Centre before submission of their bid** to assess the site conditions, extent of horticultural areas, nature and quantum of work, manpower and equipment requirements and other factors relevant to execution of the contract. Submission of a bid shall be deemed to constitute that the bidder has acquainted itself with the site conditions and has understood the complete scope and requirements of the work.

2. TENDER TERMS AT A GLANCE

S l. No.	Particular	Details
1	Name of the Work/Service	OUTSOURCING OF HORTICULTURE ACTIVITIES AND MAINTENANCE OF SPORTS GROUNDS & GARDENS (INCLUDING MANPOWER, MATERIAL AND TOOLS & PLANTS.
2	Procuring Organisation	Atal Bihari Vajpayee Training Centre for Disability Sports (ABV-TCDS), Gwalior
3	Place of Work	ABV-TCDS, Gwalior, Madhya Pradesh - 474015
4	Procurement System	Two-Bid System - Technical Bid and Financial Bid.
5	Bid-Stage Document Philosophy	Eligibility to be established initially through prescribed Affidavit/Declaration. Supporting eligibility documents shall not ordinarily be required at bid stage except documents specifically stipulated in the NIT/ATC.
6	Documents Required with Bid	Bid Form/GeM response; EMD or valid exemption document; MSE/Udyam Certificate where benefit is claimed; DPIIT Startup Certificate where benefit is claimed; Prescribed Affidavit/Declaration and other documents expressly specified in the tender
7	Eligibility Verification	Complete supporting eligibility documents of the L-1/Selected Bidder shall be verified before issue of the contract/award of work.

8	Nature of Service	Deployment of unskilled labour for maintenance of sports grounds, lawns, gardens and allied areas throughout the campus with materials and tools and plants as deemed necessary.
9	Contract Period	02 (Two) Years.
10	Extension of Contract	The contract may be extended for further 1 Year or as per Generic Clause of GeM Tender, whichever is lower and subject to satisfactory performance and mutual agreement.
11	Required Manpower	15 (Fifteen) Unskilled Labourers.
12	Performance Security	5% of the Contract Value , as applicable. The validity of the Performance Security shall be for 27 months. (Contract period plus 3 months.)
13	Bid Evaluation	As per the eligibility, technical evaluation and financial evaluation criteria prescribed in the tender.
14	Scope of Work	As detailed in the Scope of Work forming part of this tender
15	Contract Type	Service Contract for deployment of manpower and execution of specified maintenance activities.
16	Estimated Cost of the Tender	Rs. 1,18,59,123/-
17	EMD (3% of Tender Cost)	Rs. 3,55,774/-

3. SCOPE OF WORK

HORTICULTURE AND MAINTENANCE OF PLAYFIELDS, LAWNS AND GARDENS AT CDS GWALIOR

1. General Scope

The contractor/firms shall visit the CDS Gwalior campus before submission of the tender/bid to assess the site conditions, extent of work, number and type of garden areas, playfields, lawns, trees, shrubs, hedges, potted plants and other horticultural features requiring maintenance. The bidder shall satisfy itself regarding the complete scope of work, site conditions, accessibility and resources required for satisfactory execution of the work.

The contractor shall have overall responsibility for the smooth, efficient and effective execution of all horticulture and garden maintenance activities at CDS Gwalior by deploying the requisite number of skilled/unskilled manpower and supervisory personnel, as specified in the tender or as directed by the Officer-in-Charge.

The work shall cover the entire campus and shall include regular maintenance, upkeep, beautification, plantation, watering, grass cutting, weeding, pruning, trimming, cleaning & sweeping, removal and disposal of garden waste and all other allied horticultural activities required for maintaining the campus in a clean, healthy, attractive and aesthetically pleasing condition.

The contractor shall execute all works in accordance with the directions of the Officer-in-Charge and shall ensure that the horticultural areas remain properly maintained throughout the contract period.

2. Maintenance of Playfields, Lawns and Gardens

The contractor shall undertake complete maintenance and upkeep of all playfields, sports grounds, lawns, gardens and other landscaped areas throughout the CDS Gwalior campus, including but not limited to the following:

2.1 Regular Maintenance of Playfields

- a. Regular maintenance and upkeep of all outdoor playfields and sports grounds.
- b. Removal of unwanted vegetation, weeds, grass and other unwanted growth from playfields.
- c. Levelling, cleaning and upkeep of the grounds as and when required.
- d. Ensuring proper watering of grass and playfields as per the requirements of the institution and prevailing weather conditions.
- e. Maintaining the playfields in a neat, clean, safe and usable condition.
- f. Restoration/replacement of damaged grass or other horticultural features resulting from cultural programmes, sports events or other institutional activities, as directed by the Officer-in-Charge.

3. Maintenance of Lawns and Grass Areas

- a. Complete and regular maintenance of all lawns and grass areas throughout the campus.

- b. Grass shall be mowed/cut up to the required level, generally twice a month or as frequently as required depending upon seasonal conditions and institutional requirements.
- c. Grass cutting shall be carried out using suitable lawn mowers, brush cutters or other appropriate equipment.
- d. Removal of excess grass, weeds and unwanted vegetation from lawn areas.
- e. Regular watering of lawns according to seasonal requirements, weather conditions and directions of the Officer-in-Charge.
- f. Top dressing of lawns with good earth and manure whenever required.
- g. Gap filling, replacement of damaged/dead grass and restoration of lawns wherever necessary.
- h. Regular hoeing, weeding, cleaning and other allied activities necessary for maintaining healthy and aesthetically pleasing lawns.

4. Maintenance of Trees

The contractor shall undertake complete maintenance of all trees, including trees located outside designated garden features.

The work shall include:

- a. Making and maintaining tree basins at regular intervals.
- b. Regular watering of trees.
- c. Removal of weeds and unwanted vegetation around trees.
- d. Pruning and trimming of branches as required.
- e. Application of manure, fertilizers, insecticides, pesticides and other treatments whenever required.
- f. Removal of dead, diseased or unwanted portions of plants/trees, wherever required and as permitted/directed by the Officer-in-Charge.
- g. Maintaining the areas around trees in a clean and presentable condition.

5. Maintenance of Shrubs

The contractor shall undertake complete maintenance of all shrubs located within and outside the designated garden features.

The work shall include:

- a. Regular watering of shrubs.
- b. Weeding and removal of unwanted vegetation.

- c. Pruning and trimming of shrubs to maintain proper shape and growth.
- d. Making and maintaining suitable basins around shrubs wherever required.
- e. Application of manure and fertilizers.
- f. Application of suitable insecticides, pesticides and fungicides whenever required.
- g. Removal of dry, dead or diseased portions.
- h. Cleaning and upkeep of the area surrounding the shrubs.

6. Maintenance of Hedges and Edges

- a. Regular trimming and cutting of all hedges and edges, generally once every month or as required by the Officer-in-Charge, depending upon the season and rate of growth.
- b. Hedges shall be maintained in proper shape, size and alignment.
- c. Removal and disposal of all cut material after trimming.
- d. Cleaning and hoeing of hedge/edge beds.
- e. Regular watering of hedges and edges.
- f. Application of manure, fertilizers, insecticides and fungicides whenever required.
- g. Removal of weeds and unwanted vegetation from hedge/edge beds.

7. Topiary Maintenance and Shaping

The contractor shall undertake complete maintenance of all topiary plants and trees, including:

- a. Regular trimming and shaping of topiary plants to maintain the prescribed/designated shape.
- b. Pruning and removal of unwanted growth.
- c. Removal and disposal of cut material.
- d. Cleaning and hoeing around topiary plants.
- e. Regular watering.
- f. Application of manure and fertilizers.
- g. Application of suitable insecticides, pesticides and fungicides whenever required.
- h. Restoration and maintenance of the shape and appearance of topiary plants as directed by the Officer-in-Charge.

8. Seasonal Flowers and Beautification

- a. Plantation and maintenance of seasonal flowering plants as per the season and institutional requirements.
- b. Development and maintenance of flower beds.
- c. Proper care of flower buds and flowering plants.
- d. Replacement of dead, damaged or unhealthy plants whenever required.
- e. Gap filling in flower beds.
- f. Regular watering, weeding, pruning, hoeing and application of manure/fertilizers.
- g. Application of suitable insecticides, pesticides and fungicides whenever required.
- h. Maintenance of all flowering areas in an attractive and aesthetically pleasing condition.

9. Maintenance of Garden Features

The contractor shall undertake complete maintenance of all garden features, including lawns, trees, shrubs, herbs, edges, flower beds, foliage plants, creepers and other horticultural features existing in the campus.

The work shall include, inter alia:

- a. Hoeing and weeding.
- b. Pruning and trimming.
- c. Replacement of plants and gap filling.
- d. Watering.
- e. Lawn mowing and grass cutting using lawn mowers and brush cutters.
- f. Removal of garden waste.
- g. Application of insecticides, pesticides and fertilizers whenever required.
- h. Top dressing of lawns with good earth and manure.
- i. Any other horticultural work necessary for the proper maintenance and upkeep of the garden features.

The above shall include, in particular:

1. Permanent office lawn areas.
2. Playground lawn areas.
3. Ground-cover areas.
4. Other landscaped and garden areas as identified by the Officer-in-Charge.

10. Maintenance of Potted Plants - Cement Pots

The contractor shall undertake complete maintenance of potted plants kept in cement pots at ground-floor flats, ground-floor bungalows, office complexes and other locations as directed by the Officer-in-Charge.

The work shall include:

- a. Application of good earth, manure and fertilizers.
- b. Application of suitable insecticides and pesticides.
- c. Removal of dry and damaged portions through pruning.
- d. Cleaning and removal of dry leaves and other unwanted material.
- e. Proper watering and general upkeep of plants.
- f. Arrangement and display of pots at appropriate locations as directed.
- g. Replacement of broken/damaged pots.
- h. Painting/colouring of pots whenever required.
- i. Shifting/change of location of pots as directed.
- j. Replacement of dead, damaged or unsuitable plants with fresh and healthy plants whenever required.

11. Maintenance of Earthen Potted Plants

The contractor shall undertake complete maintenance of earthen potted plants displayed at ground-floor bungalows, office complexes and other designated locations.

The work shall include:

- a. Application of good earth, manure and fertilizers.
- b. Application of suitable insecticides and pesticides.
- c. Removal of dry and damaged portions by pruning.
- d. Cleaning and removal of dry leaves and other unwanted material.
- e. Regular watering and general maintenance.
- f. Proper placement and display of pots at designated locations.
- g. Replacement of broken or damaged pots.
- h. Painting/colouring of pots wherever required.
- i. Shifting of pots from one location to another as directed.
- j. Replacement of dead, damaged or unsuitable plants with fresh and healthy plants whenever required.

12. Watering and Irrigation

- a. Watering of lawns, playfields, trees, shrubs, hedges, flower beds, creepers, ground-cover plants and potted plants shall be carried out regularly and as per their horticultural requirements.
- b. The frequency of watering shall be adjusted according to the season, weather conditions, type of plant and instructions of the Officer-in-Charge.
- c. The contractor shall ensure that adequate care is taken to prevent both under-watering and unnecessary wastage of water.
- d. Any minor horticulture-related activity necessary for ensuring proper watering and healthy growth of plants shall be carried out by the contractor as directed.

13. Weeding, Cleaning and Removal of Unwanted Vegetation

- a. Weeding of lawns, flower beds, hedge beds, tree basins, shrub areas and other landscaped areas shall be carried out regularly.
- b. Unwanted vegetative growth, weeds, grass and kharpatwar shall be removed promptly.
- c. Open areas, drains and surrounding garden areas shall be kept free from accumulated leaves, weeds, grass and other horticultural waste.
- d. The contractor shall ensure that all garden areas remain clean, neat and aesthetically maintained at all times.

14. Application of Manure, Fertilizers, Insecticides and Pesticides

- a. Manure, fertilizers, insecticides, pesticides, fungicides and other horticultural inputs shall be applied whenever required for proper growth and protection of plants.
- b. Such materials shall be applied in appropriate quantity and manner, taking into consideration the type of plant, season and site conditions.
- c. All chemicals shall be handled and applied carefully and strictly in accordance with applicable safety requirements and the directions of the Officer-in-Charge.
- d. The contractor shall provide the required manpower, tools, equipment and consumables necessary for carrying out such activities, unless specifically stated otherwise in the tender.

15. Removal and Disposal of Garden Waste

- a. All garden waste generated from grass cutting, pruning, trimming, weeding,

hedge cutting, topiary work, cleaning and other horticultural activities shall be collected regularly.

b. The contractor shall provide mechanical transport for loading, unloading and carriage of garden waste up to a lead of **5 km**.

c. The collected garden waste shall be transported and disposed of at the designated disposal location as directed by the Officer-in-Charge.

d. The contractor shall ensure that no garden waste is left accumulated in or around the maintained areas.

e. The cost of manpower, loading, unloading, transportation and disposal shall be borne by the contractor unless otherwise specified in the tender.

16. Machinery, Tools, Plants and Consumables

The contractor shall provide, operate and maintain all machinery, tools, plants and equipment required for satisfactory execution of the horticultural works.

These shall include, but shall not be limited to:

- Electric Lawn mower - 2 nos.
- Brush cutter - 2 nos.
- Pruning tools - 4 nos.
- Hedge cutters - 1 nos.
- Spades, shovels and hoes - 10 nos.
- Secateurs - 4 nos.
- Electric sprayer tank - 2 nos.
- Chain saw cutter machine - 1 nos.
- Safety Shoes - 10 pair
- Plant Tool for Soil Tilling, Digging - 6 nos.
- Mechanical transport for removal of garden waste Tractor with Trolley - 1 nos.
- Other tools, plants, machinery and equipment required for execution of the work.

The contractor shall ensure that all machinery, tools and equipment are in good working condition and are operated safely by trained personnel.

17. Manpower Deployment

a. The contractor shall deploy the specified number of labourers/personnel as prescribed in the tender.

b. The manpower shall be adequate to ensure timely and satisfactory execution of all horticultural works throughout the contract period.

c. The deployment of manpower may be increased, decreased, altered or amended by the CDS Gwalior as per institutional requirements, seasonal requirements and workload.

d. The contractor shall ensure proper supervision and discipline of the deployed manpower.

e. Any absenteeism shall be suitably managed by the contractor by providing replacement manpower so that the required horticultural work is not adversely affected.

18. Restoration of Damaged Horticultural Areas

In the event of damage to lawns, grass, flower beds, plants or other horticultural features due to cultural programmes, sports events, institutional activities or any other activities carried out at the campus, the contractor shall promptly undertake restoration/replacement of the damaged horticultural features as directed by the Officer-in-Charge.

19. General Requirements

a. The contractor shall be responsible for maintaining the entire horticultural area of the CDS Gwalior campus in a healthy, clean, attractive and aesthetically pleasing condition throughout the contract period.

b. The contractor shall carry out all routine and periodic horticultural activities necessary for proper maintenance, whether specifically mentioned in the above scope or reasonably incidental to the successful completion of the work.

c. The frequency of individual activities such as mowing, pruning, hedge cutting, watering and weeding may be increased or decreased depending upon seasonal conditions, climatic factors, growth of vegetation and institutional requirements.

d. All works shall be carried out to the satisfaction of the Officer-in-Charge.

e. The contractor shall comply with all instructions issued by the Officer-in-Charge relating to horticulture, garden maintenance, cleanliness, safety and beautification of the campus.

f. The contractor shall take adequate precautions to protect existing trees, plants, lawns, buildings, roads, pathways, utilities and other campus infrastructure while carrying out the work.

g. Any damage caused to CDS Gwalior property due to negligence or improper execution of work by the contractor shall be rectified by the contractor at its own cost, as directed by the Officer-in-Charge.

h. The contractor shall maintain proper cleanliness after completion of each horticultural activity and shall not leave tools, cut grass, branches, weeds, waste or other material at the worksite.

i. The contractor shall ensure that all horticultural operations are carried out without causing obstruction or inconvenience to the normal functioning of the institution.

j. The contractor shall provide all labour, supervision, tools, machinery, equipment, fuel, transportation and other resources necessary for satisfactory execution of the work, except those items specifically stated in the tender as being provided by CDS Gwalior.

20. Items to be provided by the Contractor

Unless specifically provided otherwise in the tender, the contractor shall provide, at its own cost, the following for execution of the work:

1. Required manpower and supervision.
2. Lawn mower.
3. Brush cutter along with fuel.
4. Gardening tools and implements.
5. Tools and equipment required for pruning, trimming, weeding and hoeing.
6. Mechanical transport for removal of garden waste.
7. Loading, unloading and transportation arrangements.
8. Good earth and manure.
9. Fertilizers.
10. Insecticides, pesticides and fungicides.
11. Other consumables and T&P articles required for satisfactory execution of the horticultural work.
12. The contractor is required to fulfil the requirement of Fertilisers, Manures, Seeds etc. and T&P as per the actual requirement for survival of Garden Area. The Quantities mentioned in the bid is only indicative/tentative, which may increase/decrease. The bidders are advised to quote the rates after duly inspection of site.

The above list shall be considered indicative and not exhaustive. The contractor shall provide any additional tools, equipment, consumables or resources reasonably required for proper and satisfactory completion of the work.

21. Performance Standard

The horticultural areas of CDS Gwalior shall be maintained continuously in a clean, healthy, properly watered, weed-free, properly trimmed and aesthetically pleasing condition. All works shall be executed in a timely manner and strictly in accordance with the directions of the Officer-in-Charge.

The contractor shall be responsible for ensuring that the complete scope of horticultural maintenance is effectively performed throughout the contract period, irrespective of the specific frequency of an individual activity, where such activity is reasonably necessary for maintaining the campus in the required condition.

4. ELIGIBILITY CRITERIA FOR TECHNICAL EVALUATION

The bidder shall fulfil the following eligibility criteria as on the date of submission of the bid. All registrations/certificates shall be valid and active on the relevant date.

Eligibility Criteria at a Glance

Sl. No.	Particulars	Nature of Document	Remark
1.	Incorporation Certificate	Mandatory	As per Clause 4.1
2.	Statutory Registrations	Mandatory	As per Clause 4.2
3.	Financial Capacity (Turnover Certificate)	Mandatory	As per Clause 4.3
4.	Similar Work Experience	Mandatory	As per Clause 4.4
5.	MSE/Startup Relaxation (Service Category Only)	Voluntary	As per Clause 4.5
6.	Mandatory Submission of Affidavit	Mandatory	As per Clause 4.7
7.	Mandatory Submission of Proforma Of Technical Bid	Mandatory	As per Clause 4.8
8.	Mandatory Site Inspection and Certificate thereof	Mandatory	As per Clause 4.9

4.1 Legal Status

The bidder shall be a legally constituted **Company, Corporate Body, Partnership Firm, LLP, Proprietorship Concern or eligible Individual** and shall furnish valid documentary proof of its constitution/status.

4.2 Statutory Registrations

The bidder shall possess:

- Valid and active **PAN**;
- Valid **EPF Registration**, wherever applicable;
- Valid **ESI Registration**, wherever applicable; and
- Valid and active **GST Registration**.

4.3 Financial Capacity

The bidder shall have an **average annual financial turnover of at least ₹ 2.38 Crore** during the preceding three financial years.

The bidder shall furnish a **Turnover Certificate issued by a Chartered Accountant**, along with the relevant audited financial statements/Balance Sheets and Income Tax Returns, as applicable.

4.4 Similar Work Experience

The bidder shall have successfully/satisfactorily completed **similar horticulture/sports ground maintenance works** during the last seven years in Government Departments/Organisations, PSUs, Autonomous Bodies, Government Educational Institutions, Statutory Bodies or bodies owned/controlled by Central/State Government, meeting **any one** of the following:

- **Three similar completed works**, each costing not less than **40%** of the estimated cost; **OR**
- **Two similar completed works**, each costing not less than **50%** of the estimated cost; **OR**

- **One similar completed work**, costing not less than **80%** of the estimated cost.

The bidder shall furnish relevant **Work Orders/Agreements and Completion/Performance Certificates** as documentary evidence.

4.5 Relaxation for MSEs/Start ups

Micro and Small Enterprises (MSEs) registered under the MSMED Act, 2006 shall be eligible for relaxation in **prior experience, turnover and EMD requirements**, to the extent permitted under the prevailing Government of India procurement policy and applicable GeM provisions.

To claim such benefits, the bidder shall submit a **valid Udyam Registration Certificate** covering the relevant service category/**Major activity as Services only**, wherever applicable.

A **Startup** seeking such relaxation shall submit a valid **DPIIT Startup Recognition Certificate** along with its bid and shall clearly indicate the specific eligibility criterion/criteria for which relaxation is being claimed.

The relaxation shall be limited to the prior experience and/or prior turnover criteria, as applicable, and shall not dispense with compliance with essential technical specifications, statutory requirements, manpower requirements, licences/registrations or other mandatory conditions prescribed in the tender.

Such Start-ups shall be exempted from submission of Earnest Money Deposit/ Bid Security.

The Centre reserves the right to verify the validity of the DPIIT recognition and the technical and other capabilities of the Startup before considering the bid for further evaluation.

4.6 General

The Procuring Entity reserves the right to verify the authenticity of the documents and information furnished by the bidder. False, forged or misleading information may result in rejection of the bid and/or termination of the contract, besides other action as permissible under applicable rules.

Note: Eligibility conditions shall be subject to the applicable Government of India procurement policy and GeM terms and conditions prevailing on the date of tender.

4.7 Mandatory Submission of Affidavit

The bidder shall submit a duly executed **Affidavit in the prescribed format**, as provided as Annexure-I, along with the Technical Bid. Submission of the said Affidavit shall be **mandatory for technical evaluation**.

Bids not accompanied by the duly signed and executed Affidavit, or bids containing an Affidavit that is incomplete, unsigned, or not in the prescribed format, **shall be liable for rejection at the technical evaluation stage** and shall not be considered for further evaluation.

The bidder shall ensure that all declarations and undertakings contained in the Affidavit are true, complete and valid as on the date of submission of the bid. The Affidavit shall be executed by the bidder or by a person duly authorized to act on behalf of the bidder.

ANNEXURE – I

FORMAT OF AFFIDAVIT

(To be executed on ₹500/- Non-Judicial Stamp Paper duly Notarized, unless the applicable procurement platform/rules prescribe otherwise.)

AFFIDAVIT

I/We, M/s. _____, having its Registered Office at _____
_____, through its Authorized Signatory Shri/Smt. _____,
aged ____ years, do hereby solemnly affirm and declare as under:-

1. That I/We have carefully read, understood and accepted all the terms & conditions, eligibility criteria, scope of work and other provisions of the Tender Document and agree to abide by the same.
2. That our Firm/Company etc. is legally registered under applicable laws and possesses all statutory registrations, licenses and approvals required for execution of the work.
3. That our Firm fulfills all Eligibility Criteria prescribed in the Tender Document and Annexures.
4. That our Firm has not been blacklisted, banned or debarred by any Central Government, State Government, PSU, Autonomous Body, Government Institution or Local Authority as on the date of submission, except as specifically disclosed.
5. That no criminal, vigilance, fraud or moral-turpitude proceeding is pending against the Firm/Company, Proprietor, Partners or Directors in connection with business activities, except as specifically disclosed.
6. That no Government contract awarded to our Firm has been terminated for poor performance, breach, fraud or misrepresentation during the last three years, except as specifically disclosed.
7. That all statutory dues including GST, EPF, ESIC, Income Tax and other Government dues have been regularly deposited and there are no undisputed statutory liabilities pending against our Firm.
8. That all information furnished in the Tender is true, complete and correct and no material fact has been concealed.
9. That, except for documents expressly required with the Technical Bid, we are not submitting separate supporting eligibility documents at this stage. Eligibility particulars declared by us shall be supported by documentary evidence at the verification stage.
10. That if our Firm is declared Technically Qualified and/or Lowest (L-1) / Selected Bidder, we shall submit all original documents along with self-attested copies as and when called for verification before award.
11. That failure to produce required documents, or any discrepancy between declaration and supporting documents, shall render our Bid liable for rejection and/or other action under the Tender and applicable rules.

12. That the TIA shall have the right to verify declarations from any Government Department, Statutory Authority, Employer/Client, Bank, issuing authority or other competent source.

13. That we shall comply with all applicable Labor Laws, EPF, ESIC, Minimum Wages, Bonus, GST, Contract Labor requirements and other statutory provisions.

That I/We have inspected the premises of CDS Gwalior during the prescribed bid submission period through myself/our duly authorized representative and have satisfied ourselves regarding the site conditions, extent and nature of work, sports grounds, gardens, access, working conditions, availability of water and other facilities, security restrictions and all other matters relevant to execution of the Contract. I/We understand that failure to undertake the mandatory site visit shall render our Bid liable to rejection in accordance with the Tender Conditions.

14. That the statements made above are true and correct and nothing material has been concealed.

MSE / STARTUP DECLARATION - ONLY IF BENEFIT IS CLAIMED

☐ We are not claiming any MSE/Startup benefit.

OR

☐ We are claiming benefit as: ☐ Micro Enterprise ☐ Small Enterprise ☐ DPIIT Recognized Startup

If benefit is claimed, valid Udyam Registration/MSE certificate and/or DPIIT Startup Recognition Certificate shall be submitted with the bid and shall be subject to verification.

DEPONENT

Name: _____ Designation: _____

Firm: _____ Address: _____

Mobile: _____ E-mail: _____

(Signature of Authorized Signatory with Firm Seal)

VERIFICATION: I/We verify that the contents are true and correct and nothing material has been concealed.

Place: _____ Date: _____

DEPONENT

NOTARY ATTESTATION

4.8 Mandatory Submission of Proforma Of Technical Bid

ANNEXURE 'II'

PROFORMA OF TECHNICAL BID

Sl. No.	Details of particulars required	Details of particulars furnished by the bidder	Copy enclosed at Page No.
1	Name of the bidder firm		

2	Full address of the bidder firm		
3	Bidder's - a) Mobile / Phone Number b) E-mail ID c) Website		
4	Date of incorporation of the bidder firm. (furnish exact date and enclose supporting document i.e. Certificate issued by the Competent Authority)		
5	Incorporation as a company registered under Indian Companies Act or a corporate body legally constituted or partnership firm registered under the Indian Partnership Act or Proprietary concern (furnish details and enclose supporting documents).		
6	Valid EPF Registration , under The Employees' Provident Funds & Miscellaneous Provisions Act, 1952		
7	Valid ESI Registration , wherever applicable The Employees' State Insurance Act, 1948.		
8	Valid and active GST Registration		
9	Valid and active PAN ; Permanent Account Number (PAN)		
10	Average Annual Turnover Certificate issued by a Chartered Accountant.		
11.	Similar Work Experience as mentioned in Clause 4.4		
12.	Valid Udyam Registration Certificate (MSE-Services)		
13	AFFIDAVIT as mentioned in Clause 4.7		

14.	Details regarding bidder is having an office in Gwalior with effective communication facilities like telephone, vehicles etc. and manned to ensure quick response (Enclose documentary evidence in this regard). (If not, then the bidder will be required to submit an undertaking to the effect that they will open an office in Gwalior within one month from commencement date of contract, if awarded to them)		
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DECLARATION

1. We have carefully examined the tender document and offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
2. We declare that we have carefully read each and every condition and the scope of work given in the tender document and having understood the same by making a physical/spot assessment of the work, we confirm our acceptance without any condition or deviation.
3. We agree to keep the bid valid for a period of 180 days from the date of opening of bid and it shall be binding on us and may be accepted at any time before the expiry of that period.
4. Should this bid be accepted, we hereby agree to abide by and fulfill all the terms and conditions of the tender document and in the event of default on our part, we give irrevocable consent to the effect that the EMD may be forfeited absolutely.
5. Unless and until a formal contract is prepared and executed, the tender document together with our written acceptance thereof shall constitute a binding contract between the parties.
6. I/We give consent that the decision of the tender committee and/or competent authority of the CDS Gwalior shall be final and acceptable to me / us.

Date:

Place:

Signature of bidder :

Name, Address, Phone &

Seal:

4.9 MANDATORY SITE INSPECTION

a) **Mandatory Site Inspection:** All intending bidders are required to inspect the site/premises of **Atal Bihari Vajpayee Training Centre for Disability Sports (ABV-TCDS), Gwalior**, before submission of their bids, for assessing the requirements relating to the horticulture mse covered under this tender.

b) The purpose of the site inspection is to enable prospective bidders to assess the **area and nature of horticultural work, existing gardens/lawns, plantation and landscaping, trees, shrubs, flower beds, hedges, open areas, irrigation/watering arrangements, existing horticultural infrastructure, accessibility, site conditions, manpower and equipment requirements, and other site-specific requirements** relevant to the scope of work.

c) The bidder shall be responsible for obtaining all necessary information and satisfying itself regarding the **site conditions, quantum of work, existing horticultural assets and infrastructure, operational requirements and scope of services** before submitting its bid. No claim arising out of the bidder's failure to inspect the site or ascertain the actual site conditions shall be entertained at any later stage.

d) **Proof of Site Inspection:** After completion of the site inspection, the bidder shall obtain a **Site Inspection Certificate** from the authorized officer of the Centre in the prescribed format. The duly signed Site Inspection Certificate shall be uploaded/submitted along with the Technical Bid.

e) **Mandatory Eligibility Condition:** Completion of the site inspection and submission of the prescribed Site Inspection Certificate shall be treated as a **mandatory condition of the tender**. Bids submitted by bidders who fail to undertake the mandatory site inspection and/or fail to submit the required Site Inspection Certificate along with the Technical Bid shall be treated as **non-responsive and shall not be considered for further stages of the bidding process**, including technical evaluation/financial bid opening, as applicable.

f) **No Relaxation:** The requirement of mandatory site inspection shall apply uniformly to all participating bidders. The Centre reserves the right to verify the authenticity of the Site Inspection Certificate and reject any bid where the certificate is found to be **false, incorrect, forged or not duly authenticated**.

g) **No Financial/Technical Claim:** Submission of the bid shall be deemed to constitute that the bidder has **visited, inspected and fully understood the site conditions and the requirements of the horticulture services**. The bidder shall not subsequently raise any claim for additional payment, variation in rates or modification of quoted rates on the ground of inadequate knowledge of the site conditions, quantum of work or existing horticultural facilities.

h) **Time for Site Inspection:** Bidders may inspect the site **on any working day during the bid submission period and during the office working hours**, as per their convenience. No specific date or time shall be prescribed by the Centre for site inspection.

i) However, bidders intending to undertake the site inspection shall **inform/contact the Administration and Accounts Officer of the Centre in advance (9406985496) and obtain confirmation regarding the proposed date and time of their visit, so as to facilitate access to the premises and relevant horticultural areas**.

j) The bidder shall make its own arrangements for visiting the site and shall ensure that the site inspection is **completed before submission of its bid**.

k) The bidder shall inspect the site through its authorized representative who is competent to understand and assess the **technical and operational requirements of the horticulture services**. The name and designation of such representative shall be recorded in the Site Inspection Certificate.

5. OTHER TERMS & CONDITIONS OF CONTRACT:

1 (A). Employees' Provident Fund (EPF) Contribution

- I. The contractor/service provider shall comply with all applicable provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and the rules/schemes framed thereunder, as amended from time to time.

- II. The EPF contribution shall be calculated at the applicable statutory rate, presently **12% of the applicable PF wages**, subject to the statutory wage ceiling and other provisions applicable to the concerned employee. Accordingly, wherever the statutory wage ceiling of ₹15,000 per month is applicable, the employer's contribution towards EPF shall ordinarily be limited to **₹1,800 per month per eligible employee**.
 - III. The contractor shall, however, be responsible for depositing EPF contributions in accordance with the applicable statutory provisions, including any contribution payable on higher wages wherever legally applicable or voluntarily opted for by the employee/employer, as the case may be.
 - IV. For the purpose of financial evaluation in GeM, the PF component shall be considered in accordance with the applicable GeM price-bid format. Any PF amount indicated in the bid shall not be construed as permitting the contractor to make a contribution lower than the amount mandated under applicable law.
1. The tender form is free of cost, which is required to be downloaded by the bidder from the website of CDS Gwalior <https://cdsgwalior.nic.in> and online through the GeM portal (<https://gem.gov.in>) by the specified deadline. All required documents, including the compliance statement, technical brochures, and other supporting evidence, must be uploaded to the GeM portal.
 2. **Abnormally High or Low Quoted Rates**
 - I. In the event that the rates quoted by any bidder are found to be substantially higher or lower than the estimated tender cost, the Centre reserves the right to seek appropriate clarification, supporting details and justification from the concerned bidder regarding the basis and reasonableness of such quoted rates. The bidder shall furnish the required clarification and justification within the time specified by the Centre.
 - II. If the clarification and/or justification furnished by the bidder is not found satisfactory or acceptable to the Centre, the Centre reserves the right to reject the bid of the concerned bidder and/or cancel the tender process, as deemed appropriate, without assigning any reason or incurring any liability on this account. The decision of the Centre in this regard shall be final and binding on the bidder.
 3. Earnest Money Deposit is required to be accompanied along with tender documents by way of Bank Draft/ Bankers Cheque in favor of "Director, ABV-TCDS, Gwalior" payable at Gwalior. Exemption shall be as per the GeM terms and conditions.
 4. The EMD of the bidders will be released /returned after finalization of tender process.
 5. No interest shall be payable on such refund.
 6. The EMD of a bidder will be forfeited on refusing to take up the work awarded, or on failing to furnish performance security upon their selection for the award of contract.
 7. The conditional bids will not be accepted.
 8. The CDS Gwalior may, for any reason, modify the tender document by suitable amendments.

ndments, through the website of CDS Gwalior at any time prior to the opening of technical bids, for which, no separate communication will be sent to the prospective bidders.

9. The bidders must ensure that all entries in the tender form are legible and filled clearly.
10. The contractor will nominate one of the deployed laborers as Supervisor with due intimation to the CDS Gwalior, who will coordinate with concerning officers of the CDS Gwalior.
11. The contractor firm shall be responsible for providing and verification of all documents related to proofs of photo identity, age, address, educational qualifications, etc. for each person engaged by them in the CDS Gwalior.
12. The number of deployed laborers may be increased or decreased by the CDS Gwalior as per the terms and conditions stipulated in GeM Guidelines, depending upon requirement from time to time. For this purpose, a notice of at least two days will be given by the CDS Gwalior.
13. The upper age limit of deployed persons will be 56 years and the contractor will be required to discontinue deployment of persons as and when they attain the prescribed age-limit.
14. No person of less than 18 years of age, will be deployed. Employment of child labor will lead to termination of the contract at any time, whenever noticed.
15. The CDS Gwalior has no objection, if the existing persons are deployed by the contractor subject to their mutual acceptance and on agreeing to be governed by the present tender document.
16. The contractor shall provide adequately trained, well-disciplined, physically fit and alert persons for duty in the CDS Gwalior.
17. All the deployed persons on duty in the CDS Gwalior should be able to read and write in Hindi language.
18. The deployed persons must have an impressive bearing and mentally fit with sound appearance and should not be suffering from any contagious disease.
19. The contractor shall not deploy a person in the CDS Gwalior, who is medically unfit for duties.
20. The contractor firm shall be responsible for behavior and conduct of their deployed personnel. No workman with doubtful integrity or having bad record, shall be deployed by the contractor firm.
21. The particulars of manpower requirement will be as per provisions made under "Scope of Work".
22. The working hours of laborers will be governed by mutual understanding and as per GeM terms and conditions/ prevailing laws.
23. The contractor firm will deploy persons as per Labor codes in force.
24. The contractor firm shall arrange for a substitute well in advance, if there is any probability of a person leave the job or proceeding on leave.
25. The deployed laborers shall always be in proper uniform, while on duty with their Identity Card displayed over it. The charge for Uniform and Identity card shall not be paid by CDS.
26. The contractor firm shall conduct minimum once a fortnight physical inspection of their staff.
27. The bidders will observe the highest standard of ethics during the bidding process. The CDS Gwalior reserves the right to reject a tender if it is found that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, or undesirable act in the tendering process.
28. Decision of the competent authority of the CDS Gwalior shall be final and acceptable to the bidder.
29. The CDS Gwalior reserves right to call for any documenting original to verify the veracity of the documents submitted by the bidders and/or call for justifications of offered supervisory charges.
30. The tenders shall remain valid for acceptance for a period of 180 days from the date of opening of tenders.
31. The competent authority reserve to cancel the bid at any time without quoting any reason.
32. The CDS, Gwalior reserves the right to reject any or all tenders without giving any notice or assigning reason thereof.
33. No correspondence shall be made with those bidders, who are rejected on the basis of their technical bids.
34. The contract may be curtailed / terminated before the stipulated contract period at

- any time on account of deficiency in service by the contractor firm.
35. The contract shall automatically expire on completion of its period, unless extended further as stated hereinabove.
 36. The successful bidder firm shall be issued letter of intent (LoI), which would constitute work order. The performance security shall be **05% of estimated value.**
 37. The performance security is refundable after expiry of sixty days from the date of successful/satisfactory completion of contract period or extended period, if any, on written request by the contractor in this regard, after discharge of all the contractual / statutory obligations by the contractor to the satisfaction of the CDS Gwalior, otherwise it will be subjected to adjustment to such extent.
 38. No interest shall be payable on the amount of performance security.
 39. In case of breach of any terms and conditions stipulated in the tender, the Performance Security Deposit will be liable to be forfeited by the CDS Gwalior, besides annulment of contract.
 40. If the contractor firm fails to service the contract for the prescribed period for whatsoever reasons or fails to perform the work as per contract up to the satisfaction of the CDS Gwalior, or commits breach of any of the terms and conditions of contract then the CDS Gwalior shall have right to forfeit EMD and/or performance security, as the case may be, and/or terminate the contract. The CDS Gwalior shall also have the right to blacklist the contractor.
 41. The contractor firm shall arrange disbursement of wages to all the deployed persons in the CDS Gwalior by 7th of succeeding month only through bank transfer (NEFT). Payment of wages in cash will not be accepted.
 42. The wages of deployed persons are linked to Central Wage Rates. Hence, the contractor firm shall make the payment of wages as prescribed by the Chief Labor Commissioner (Central), Govt. of India, New Delhi with respect to the respective categories of employees for Gwalior city from time to time.
 43. The contractor firm shall inform the CDS Gwalior about revision(s) of wages made by the Chief Labor Commissioner (Central), Govt. of India, New Delhi from time to time, and will also ensure disbursements accordingly, and in such cases, the CDS Gwalior will reimburse the differential amount, as required from time to time.
 44. All the payments made by the contractor to its deployed persons shall be open for inspection / verification by the CDS Gwalior for its satisfaction at all times.
 45. In case the CDS Gwalior receives any complaint with respect to less disbursement of wages or any kind of malpractice, then the CDS Gwalior will inquire into the matter and take appropriate action in the matter, which will be binding on the contractor firm.
 46. The contractor firm shall also be solely responsible for timely payment of wages, leave rest etc. as per laws in force and the CDS Gwalior will not be responsible in any manner in this regard.
 47. The deployed persons will be employees of the contractor firm and shall not be the employees of the CDS Gwalior and it shall in no case, pay them the wages less than the minimum mandated rates, as per the Central Wage Rates/Minimum Wages Act.
 48. The contractor firm will be solely responsible for all remittances on account of welfare measures like EPF, ESI etc. as required under the laws in force from time to time.
 49. The contractor firm is duty-bound to carry-out the contract work in the campus in the manner prescribed herein and if the CDS Gwalior feels that they are unable to discharge its said duty or lacking in the same, then suitable penalty may be imposed upon the Agency after hearing their case.
 50. In case of delay in payment of wages to the deployed laborers, a penalty @ Rs. 50 00/- per day will be levied subject to maximum of supervisory charges payable to the contractor firm.
 51. In case of inordinate delay in providing uniform, identity card etc. to the deployed laborers, the contractor shall be subject to penalty as may be deemed appropriate by the CDS Gwalior.
 52. None of the deployed person shall enter into any kind of private work at any locations within the CDS Gwalior campus during working hours or otherwise, failing which appropriate penalty shall be imposed without giving any notice.
 53. If at any point time, it is noticed by the CDS Gwalior that contract workers deployed are different from the list of deployed personnel, then the CDS Gwalior will have a right to impose penalty not exceeding five times the wages payable for such identified personnel.
 54. The contractor firm shall at all times identify the CDS Gwalior towards any loss or damages caused or any claim raised against the CDS Gwalior by any party/third party.

- y consequent to the contract awarded for the present tender process.
55. The contractor firm will disburse wages to the deployed laborers, remit their respective EPF, ESI as per procedures laid down and also pay the appropriate GST and thereafter, submit monthly bills to claim the disbursed wages, remitted EPF, ESI, GST etc. plus finalized percentage of supervisory charges/profit, margin, along with the following documents: -
 - a) Attendance/muster-roll register.
 - b) List of personnel deployed during the month, showing their employee code, date of birth, UAN, number of days deployed.
 - c) Remittance document of monthly wages in the respective bank accounts of personnel deployed during the month through NEFT or online.
 - d) Combined Challan of EPF with Electronic Challan cum Return (ECR).
 - e) ESI remittance with contribution history.
 - f) Monthly wages slip of all personnel.
 - g) Document regarding GST remittances as claimed in the Bill.
 57. **Zero Advance:** No advance payment shall be entertained or released to the firm under any circumstances.
 58. **Immediate Set-Off:** Any excess or erroneous payments made previously shall be deducted/adjusted from the contractor's payable dues without requiring prior notice.
 59. **Statutory Liabilities:** Any statutory obligations or tax deductions left omitted in preceding bills shall be withheld and deducted from the current/subsequent bill settlement.
 60. The bills submitted by the contractor firm will be subject to check and verification by the CDS Gwalior and the payment thereof shall be made after satisfactory performance of work for the actual deployment as certified by the I/C Supervisor(s) on attendance sheet.
 61. The Contractor shall arrange and implement the bio-metric attendance system of all the deployed laborers and no separate cost shall be reimbursed by this Centre in this regard.
 62. The bills of contractor firm shall be paid by the CDS Gwalior within a reasonable time period, if it is found in order in all respect.
 63. The CDS Gwalior shall make the deductions as mandated by the prevailing laws applicable to such contracts.
 64. The CDS Gwalior shall be free to terminate the contract awarded pursuant to the present tender process at any time in case of non-compliance of any of the terms and conditions of tender and/or agreement.
 65. In case of the termination of contract on its expiry or otherwise, the persons deployed by the contractor firm shall not be entitled to any claim for absorption or continuation in employment of the CDS Gwalior. The persons deployed by the contractor shall be the employees of the contractor only, for all purposes and the CDS Gwalior will not recognize any employee-employer relationship with any of the workers of the contractor.
 66. The contractor firm shall withdraw all the persons deployed by them on expiry/termination of the contract and ensure that no person create any disruption/hindrances for the smooth functioning of the CDS Gwalior.
 67. If even after award of contract, any information/facts submitted by the contractor firm are found misleading/incorrect/false or anything material concealed, then the CDS Gwalior will have right to terminate the contract at any point of time during the contract period after affording a reasonable opportunity of hearing to the contractor firm.

68. If at any time during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract, is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, flood, explosion, then the CDS Gwalior will have right to terminate the contract without any notice.
69. The CDS Gwalior shall be free to terminate the contract awarded pursuant to the present tender process at any time in case of non-compliance of any of the terms and conditions of tender and/or agreement.
70. Both the parties shall have a right to terminate the contract at any time without assigning any reason by giving a notice of two months. However, The CDS Gwalior in its absolute discretion, will have right to terminate the contract with immediate effect by payment of a sum equivalent to two month's supervisory charges/profit, material, margin in lieu of notice period, before the maturity period of the contract, without assigning any reason thereof.
71. Any dispute/difference arising out of or relating to this tender, including interpretation of its terms and conditions will be resolved amicably through mutual discussions of the concerned parties.
72. However, if disputes are not resolved by mutual discussions, then the matter will be referred to the Sole Arbitrator as per the provisions of the Arbitration and Conciliation Act 1996, who shall be appointed by the Director, ABV-TCDS, Gwalior.
73. Leave on Central Government Closed Holidays at CDS Gwalior shall be regulated as per the official holiday calendar issued by the Government of India, subject to the final approval of the competent authority.
74. In case the matter still remains un-resolved in Arbitration proceedings, then the dispute will lie within the territorial jurisdiction of Gwalior Courts only.
75. The bidder has an office in Gwalior with effective communication facilities like telephone; vehicles etc. and manned to ensure quick response (submit documentary evidence in this regard). (If not, then the bidder will be required to submit an undertaking to the effect that they will open an office in Gwalior within one month from commencement date of contract, if awarded to them)

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.

4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---