NOTICE INVITING TENDER (e-Tender)
e-NIT No. 21 /NEEPCO /AGTCCPP /C&P /2020-21 Dated 15.05.2020

Online Sealed bids (Single-Stage Two-Envelope) with 120 (One Hundred Twenty) days validity are invited from eligible bidders for the work of “Maintenance of lawn including entire garden features in front of DG Room and workshop building of Power House Complex of AGTCCPP, NEEPCO Ltd.” for a period of 1(one) year. Detailed Tender Document containing Terms and Conditions for Bidding including Qualifying Requirement can be downloaded from NEEPCO's online portal https://etenders.gov.in.

Estimated Value: ₹ 19,537/- (Rupees Nineteen Thousand Five Hundred Thirty Seven) only per month excluding GST.

BIDDING PROGRAMME

Participations & Submission of Tenders:

1. Registration for Participation in Bids:

1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://etenders.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

1.6 All the bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for the delay in online vendor registration, if any.

1.7 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2 Submission and opening of Bids:

2.1 Bidders shall prepare and submit their bids in the electronic form in https://etenders.gov.in. Bidding forms will be available in the above website. Bids will be opened on the stipulated date and time in the office of the Dy. General Manager(E/M),C&P wing, NEEPCO Ltd, AGTCCPP, R.C.Nagar, Agartala, Tripura(W),Pin-799008.

2.2 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2.3 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

2.4 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

2.5 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
2.6 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

2.7 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

2.8 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.

2.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2.10 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

2.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

3 Important Dates & Bid Validity:

1. Date of commencement of downloading of bid documents from the portal https://etenders.gov.in/eprocure w.e.f 18:00 Hrs of 15/05/2020.
2. Last date & time for submission of bids online: 13:00 Hrs of 15/06/2020.
3. Date & time for opening of bids online: 15:00 Hrs of 17/06/2020.
4. Bid validity: 120 (One Hundred Twenty) days from the date of opening of bids.

In case 17/06/2020 is a holiday, the bid shall be opened on the next working day at the appointed times. Quotations received through any Off-Line Mode shall not be considered.


4 Earnest Money: An amount of ₹ 5,533/- (Rupees Five Thousand Five Hundred Thirty Three) only to be submitted along with the offer in the form of Demand Draft Drawn in favour of ‘North Eastern Electric Power Corporation Ltd.’ and payable at ‘Agartala’ from any Nationalized / Scheduled Bank, failing which their bid shall not be considered. The EMD should reach the office of the undersigned on or before the date of opening of the tender.

5 Release of EMD: a) The EMD of those Bidders who do not qualify in Techno-Commercial evaluation, shall be returned immediately after approval of Techno-Commercially evaluation. b) The EMD of the Bidders other than L-1 Bidder, will be returned immediately after issue of Letter of Intent (LOI) to the successful Bidder.

6 Forfeiture of EMD/Bid Security: The Bid Security/EMD may be forfeited: a) if the bidder withdraws his bid after the bid opening during the period of bid validity and extension thereof; b) if the Bidder engages in corrupt, fraudulent, collusive, coercive practices during bidding process; or c) if the bidder does not accept the correction of the bid price d) in the case of successful bidder, if the bidder fails within the specified time limit to sign the Contract Agreement; or furnish the required Initial Security Deposit.

7 Tender fees/ Bid Document Fee: A non-refundable Tender Fee of ₹ 500/- (Rupees Five Hundred) only shall be submitted in addition to the EMD by the prospective bidders in the form of Demand Draft Drawn in favour of ‘North Eastern Electric Power Corporation Ltd.’ and payable at ‘Agartala’ from any Nationalized / Scheduled Bank, failing which their bid shall not be considered. The Tender Fee should reach the office of the undersigned on or before the date of opening of the tender.

Address of the undersigned : Dy. General Manager(E/M), C&P, AGTCCPP, NEEPCO Ltd., R.C. Nagar, Agartala - 799008, Tripura(W).
Evaluation of Tender: Techno-commercial bid shall be opened on online. Tenderers' authorized representative shall be permitted to attend the tender opening only on submission of authorization letter. Purchaser will examine the Tender document to determine whether they fulfilled the qualifying requirement, whether they are complete and meet the requirements of this Tender specification. Tender submitted without fulfilling the qualification criteria shall be rejected and shall not be considered for price bid evaluation. Price bid of those tenderers meeting the qualifying requirement and requirements of Tender specification shall be opened on completion of Techno-commercial Evaluation. Date for price bid opening shall be notified at a later date through system-generated email.

INSTRUCTION TO BIDDER

The intending bidders who fulfill the eligibility / qualifying criteria as given below should participate in the on-line Bidding process. Fulfillment of criteria as mentioned is essential, as non-compliance will lead to rejection of the Bid, without any further communication.

Qualifying Criteria: The bidders must fulfill the following qualifying criteria:

1. The Tenders of the bidders must accompany tender fee and EMD. Without Tender Fee and EMD of requisite amount, the tenders will be rejected.

2. The bidder must have the experience of having successfully completed similar nature or allied works during last 7 (Seven) years in any Govt. of India organization/State Govt. organization /PSU. Documentary evidence to that effect shall be submitted.
   a) Three similar completed works, each of value not less than 40% of the estimated cost.
   OR
   b) Two similar completed works, each of value not less than 50% of the estimated cost.
   OR
   c) One similar completed work of value not less than 80% of the estimated cost.
      (Similar work means Maintenance of lawn)

3. Copy of Bidder’s PAN Card, Proprietor’s Name, Legal Business Address, GST Registration, PF registration, Copy of Income Tax and Professional Tax Certificate clearance of current validity should be submitted along with their bids.

4. The quoted price must be authenticated with relevant supporting documents and uploaded online. MSME, NSIC and startup registered bidders under Govt. of India are exempted from depositing Cost of Tender Document and Earnest Money. Copy of valid exemption certificate has to be submitted along with bid. Bidders who are registered as Micro/Small enterprise need to submit the Undertaking in prescribed format as enclosed with bid documents.

5. Minimum Average Annual Turnover(MAAT): Minimum Average Annual Turnover of the bidder, in the best three Financial Year out of the last 5(Five) Financial year, ending 31st March of the previous financial year should not be less than ₹ 82,99 Thousand.

6. Liquid asset requirement: The bidder should have liquid assets or / and evidence of availability of unutilised credit facilities of not less than the value as calculated below: Liquid Asset = (Estimated Cost x 2.5)/Completion period in months. The Certificate of Banker regarding the availability of unutilized credit facilities (Fund based and non-fund based) shall not be dated earlier than 30 (thirty) days prior to the latest date for submission of bids. Liquid Asset = Current Asset – (Inventory + Pre-paid expenses).

7. MSME, NSIC, Start-up registered bidders are exempted from prior experiences and turnover etc subject to meeting quality & technical specifications as per Govt. of India notifications from time to time.

8. The tender shall be finalized through “Tender cum Auction” i.e through the tender followed by e-Reverse Auction(e-RA). After opening the financial bids, Reverse Auction shall be conducted amongst the techno-commercially qualified bidders. The date and time of e-RA shall be conveyed to the techno-commercially qualified bidders via system-generated email.

9. Offline bids shall not be considered.

10. Return of EMD: EMD shall be returned to bidders through NEFT/RTGS. So bidders shall submit bank details along with bid.
GENERAL TERMS & CONDITIONS:

(All prospective Bidders are requested to go through these instructions carefully)

The rate quoted against this e-NIT should be submitted online. The general Terms and Conditions are

1. Scope of work: The scope of the work includes regular weeding, trimming, watering, manuring etc. or all other activities which are not specifically mentioned but required to keep the grass green and uniform looking. The various activities involved in the work are as follows:

(i) Watering: Adequate watering of Mexican doob grasses, trees, hedges, shrubs, flower beds etc. with hose pipe or sprinkler system in different areas should be done regularly to maintain the 'GREEN CARPET' appearance of the lawn. Care must be taken to avoid insufficient or excessive watering, wastage of water and damage to the tender plants and flower beds.

(ii) Hoeing, Weeding: The soil near the plants should be loosened by breaking the clods, removing unwanted vegetation, dressing up the areas to the required slope and shapes. Further, all the unwanted plants/ weeds and wild growth should be removed along with their roots. In addition to this, all the weeds hidden under the grass or otherwise shall also have to be removed.

(iii) Lawn mowing: Lawn mowing to take place at a regular interval of 10 days or as per the direction of the Engineer-in-charge.

(iv) Maintenance of Flower Beds: The contractor shall execute the planting of approved seasonal flower beds and maintenance of the same to boost maximum bloom. The beds shall be replanted after the season for old plant is over or as directed by the Engineer-in-charge. The flower beds should be prepared by excavating appropriate depth of the soil, adding Good Earth, Cow Dung, Manure, Fertilizers...etc. and finally planting of saplings/ seedlings prepared in a Nursery in a pattern as directed by the Engineer-in-charge. The flower beds shall be kept clean and free of stones, woods, plastic and other undesirable matter.

The flower beds should be bifurcated from the rest of the lawn by placing bricks in various patterns and designs. Further, the bricks should be painted with white wash. The bricks required for the same shall be supplied by NEEPCO. Further, the trunks of the trees must also be painted with white wash. The white washing of the bricks and tree trunks shall be carried out two times in a year or as directed by the Engineer-in-charge.

(v) Maintenance of Hedges: The hedges should be trimmed properly so that the top and the sides of the hedges are in a good shape. The hedges shall be maintained by regular watering, raking of soil, pruning, manuring, weeding and applying pesticide/insecticide/ fungicide whenever required or as per the direction of the Engineer-in-charge.

(vi) Applying pesticides like insecticide, fungicides...etc.: The contractor should carry out periodic check of various plants and trees of the lawn to get information regarding presence of any pests and diseases. In the event of infestation, the contractor shall apply pesticides like insecticides, fungicides as per the doses required to keep them free from pests, diseases and any sudden outbreak of epidemic.

(vii) Applying manure, compost, fertilizers: The contractor shall apply manure, compost, fertilizers...etc. on various trees and plants of the lawn for healthy growth of plants as per required doses or as directed by the Engineer-in-charge.

(viii) Cleaning of garden area and disposal of dry/ fallen leaves: The lawn should be free from dry/ fallen leaves, free of stones, woods, plastic and other undesirable matter. For this purpose, the contractor should perform daily sweeping of the lawn with broom and dispose off the rubbish at designated dumping place or as directed by the Engineer-in-charge with all lead and lifts.

(ix) Pruning: Clipping and trimming of trees, creepers, rose plants...etc. at regular intervals, stacking & disposing off/ remove the trimmed branches and other related waste of the plants with all lead and lift to the designated dumping place.

2. Bidders shall have to quote the rates in the Price bid (Bill of Quantities) on the https://etenders.gov.in

3. Rates quoted by the bidders shall be inclusive of all charges as applicable but excluding the GST.

4. Spares, Tools & Tackles, Machines: All Spares, Tools & Tackles, Machines as may be required by the contractor's personnel are within the scope of the NEEPCO and will be provided to the Contractor free of cost. The contractor shall be himself responsible for the safety and maintenance of the departmental tools & tackles...etc.

5. Consumables: The total quantity of various consumables required for the work like Good Earth, Cow Dung, Manure, Fertilizers, Urea, DAP (Di ammonium phosphate), Sutli, Bamboo, Hessian Cloth, Insecticides, Pesticides, Antitermite Chemicals, Lime (For painting of the trunks of trees & painting of bricks surrounding the flower beds), Gardening Hand Gloves, Seasonal Flower Plant Saplings, Seasonal Flower Seeds...etc. will be provided by NEEPCO free of cost.
6. **Payment to Contractor’s Personnel:** The contractor shall make all payments to his personnel by transferring the same to the Savings Bank Account of the person concerned within 7th day of each month. Further, the contractor shall follow the Minimum Wage Rate of the Ministry of Labour and Employment, Government of India while disbursing the payments to his labour. Any subsequent increase in the aforesaid rate w.r.t the rate prevailing on the date of opening of the tender shall be borne by NEEPCO.

7. **Terms of Payment:** The payment will be made on monthly basis from the date of commencement of the work. Bill for any broken period of months shall be paid proportionately on the basis of time and area of maintenance. Also, after successfully carrying out the work for each month, Computerized Measurement Book (CMB) has to be prepared by the contractor as per the format given by the department and the same should be submitted to General Manager(C), AGTCCP for verification and further processing of the bills.

   It is mandatory for the contractor to submit the CMB within 7th day of each month for the work executed by him in preceding month accompanied by (i) Statement of man power engaged by him during the month, (ii) Documentary evidence of bank payment made to the workers and (iii) Proof of deposit of the due amount to PF account of the concerned worker.

8. **No. of days during the month for which the services are required:** All days except holidays as applicable for Industrial Workers as per Labour Act.

9. **Minimum Required labour:** The work is to be carried out by adequate number of workers. However, the minimum required labours (Un-skilled) for this work is 3(Three).

10. **Schedule of Time of work:** The work is to be carried out by adequate number of workers for a minimum of 4 (four) hours a day in the morning from 8:00AM to 12:00PM.

11. **Contractor shall submit the EPF Registration Number,** if already had, otherwise EPF deduction in respect of both employees and employer's contribution will be made from their bill(s) as per existing relevant norms. However, this will not relieve the Contractor from his responsibility.

12. **Insurance:** The Corporation bears no responsibility and liability, whatsoever, towards the contractor's workers for any loss or damage caused by any accident at the work site during execution of the work. For any such eventuality the responsibility lies solely on the Contractor. The Contractor, at his own interest and cost, shall arrange for adequate workmen's compensation insurance to protect him against all claims applicable under Workmen's Compensation Act, 1948. This policy shall also cover the Contractor against claims for injury, disability, disease or death of his employed workers, which for any reason, are not covered under Workmen’s Compensation Act, 1948. The contractor needs to ensure and submit documentary evidence that he has taken necessary action regarding ADEQUATE INSURANCE policy for the workers under him. The cost towards premium for such insurance shall be reimbursed by the Corporation at actual.

13. **Effect and Jurisdiction of Contract:** The contract shall be considered as having come into force from the date of issue of the Letter of Intent. The laws applicable to this contract shall be laws in force in India. The High Court of Tripura, Agartala, shall have exclusive jurisdiction in all matters arising under this contract.

14. **Special Condition:**

   (i) The intending bidders are requested to visit the worksite to assess the requirement of the work before submission of their tenders.

   (ii) Adequate number of Agriculture/ Horticulture workers/ Malis at the site of the work shall have to be made available to attend the job who will work for a period of 4(four) hours a day. In addition to this, any kind of emergency duty shall have to be attended immediately, if asked to do so.

   (iii) The payment will be made on monthly basis from the date of commencement of the work. Bill for any broken period of months shall be paid proportionately on the basis of time and area of work.

   (iv) The contractor has to arrange for watering the area regularly as and when required to keep the lawn green and uniform looking. The water points at specific locations will be made available by the department.

   (v) The good earth necessary for maintenance of flower beds will have to be mixed with the manure before being used for flower beds.

   (vi) If the performance of the contractor is not found up to the mark or confirming to the requirement, then NEEPCO reserves the right to cancel the work order with prior 1(One) month of notice.

15. **Laws, Regulations and Acts pertaining to engagement of Labours, environment protection, Safety etc.** shall be applicable.

16. NEEPCO reserves the right to add new areas or remove any area from the scope of the work after awarding the work contract. The rate of the added area or removed area will be as per the rate prevailing in the work order.
17. **Security Deposit**: As the work is temporary and repetitive in nature, no security deposit will be deducted from the bill(s). However, the contractor shall have to perform the works with full responsibility and take care for proper safety of all the residential property. **In case of any damage or pilferage if detected during working hour, the liabilities on investigation shall be intimated to the contractor along with penalties which will have to be accepted.**

18. The Contractor shall have to supply all labours etc. required for the work for successful completion of the same in all respect.

19. In case, the work is not been carried out the work as per specifications or not to the satisfaction of NEEPCO or the Contractor causes any damage to the work or property of NEEPCO or other damages not mentioned herein, NEEPCO shall have the right to recover any amount as considered suitable from the bill/ Security deposit/ any other amount due to the Contractor in NEEPCO.

20. **Safety issue**: The contractors must be aware of the safety requirement of the workers and accordingly necessary safety gears are mandated to be provided to workman whenever necessary.

The bidders are requested to note that participation in the bid shall be taken as acceptance of the terms & conditions as stated above. Bidders are requested to visit the website (https://etenders.gov.in) for any future change/ modification/ corrigendum/addendum to this tender. The Corporation reserves the right to change/modify the requirements or to postpone/accept or reject the tender in full or part of this Notice or cancel without assigning any reason thereof and is not bound to accept the lowest offer.

(Suranjan Sarkar)
Dy. General Manager (E/M), C&P AGTCPP, NEEPCO Ltd.