NOTICE INVITING TENDER FOR COMPLETE & COMPREHENSIVE JOB OF HORTICULTURE INCLUDING PLAYFIELDS AT SPORTS AUTHORITY OF INDIA, NETAJI SUBHAS REGIONAL CENTRE, LUCKNOW

Sealed tenders are invited by Sports Authority of India, Netaji Subhas Regional Centre Lucknow from reputed Horticulture Agencies with minimum annual turnover of Rs. 30.00 lakhs having minimum 3 years experience in work of providing maintenance and development of all plantation and horticulture works in reputed organizations for providing Horticulture services at SAI Netaji Subhas Regional Centre, Sarojini Nagar, Lucknow.

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<tbody>
<tr>
<td>1</td>
<td>Tender Cost (Cash or draft)</td>
<td>Rs. 500/-</td>
</tr>
<tr>
<td>2</td>
<td>Last Date of Sale of Tender Documents</td>
<td>28.5.2013 up to 5.00 p.m.</td>
</tr>
<tr>
<td>3</td>
<td>Last Date of Submission of Tender Documents</td>
<td>29.5.2013 up to 2.30 p.m.</td>
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<tr>
<td>4</td>
<td>Date of Opening of Tender Documents</td>
<td>29.5.2013 at 3.00 p.m.</td>
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<td>5</td>
<td>Earnest Money in way of draft</td>
<td>Rs. 33000/-</td>
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<tr>
<td>6</td>
<td>Estimated Value</td>
<td>Rs. 16.50</td>
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<tr>
<td>7</td>
<td>Website</td>
<td><a href="http://www.sportsauthorityofindia.nic.in">http://www.sportsauthorityofindia.nic.in</a></td>
</tr>
</tbody>
</table>

The tender documents may be obtained from the office SAI, Netaji Subhas Regional Centre, Sarojini Nagar, Kanpur Road, Lucknow. Tender document is also available on website which can be downloaded.

Regional Director
SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS REGIONAL CENTRE, LUCKNOW

No.004/SAI RC/LKO/2013-14

TENDER FOR COMPLETE & COMPREHENSIVE JOB OF HORTICULTURE INCLUDING PLAYFIELDS AT

NETAJI SUBHAS REGIONAL-CENTRE LUCKNOW

http://www.sportsauthorityofindia.nic.in
SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS REGIONAL CENTRE
SAROJINI NAGAR, KANPUR ROAD, LUCKNOW-8

TENDER FOR COMPLETE & COMPREHENSIVE JOB OF HORTICULTURE INCLUDING PLAYFIELDS AT SAI, NS REGIONAL CENTRE LUCKNOW

1. INVITATION OF BIDS:

1.1 Sports Authority of India, Netaji Subhas Regional Centre, Lucknow invites sealed tender from reputed Horticulture Agencies having minimum turn over of Rs. 30.00 lakh during each last 3 financial years in Horticulture works for COMPLETE & COMPREHENSIVE JOB OF HORTICULTURE INCLUDING PLAYFIELDS at SAI, Netaji Subhas Regional Centre, Lucknow. Areas & scope of work is as clause no. 7 of this document.

1.2 It is the responsibility of the bidders to read all terms & conditions of the Tender Document before filling the tender. Incomplete Tender Documents or bids are liable to be rejected.

1.3 Tenders documents are neither transferable nor cost of tender documents is refundable under any circumstances.

1.4 Offers sent by telex/fax/telegram will not be accepted.

1.5 SAI reserves the right to reject the tender of all or any party without assigning any reason.

1.6 Any tender received after the specified date, time and place mentioned in the advertisement will not be entertained under any circumstances.

2. EARNEST MONEY DEPOSIT(EMD)

2.1 Interest free Earnest money of Rs. 33000/- (Rupees thirty three thousand only) by the bidder through demand draft in favour of Regional Director, Sports Authority of India, Netaji Subhas Sub-Centre, payable at Lucknow from any nationalized bank. In case of downloading from website the bidder will have to submit tender cost in the form of demand draft separately along with EMD. Cheques are not acceptable.

2.2 Offers not accompanied by the required EMD will be rejected.

2.3 The Earnest Money draft will be returned to the unsuccessful bidders with in three months of the date of approval of the successful bidder. The earnest money of the successful bidder will be liable to be forfeited, if he does not fulfill any of the following conditions of the contract.

  a) The successful tender will furnish interest free SECURITY DEPOSIT equivalent to 10% (Ten percent) of total annual bid amount rounded off to next Hundred Rupees within seven days of the receipt of the award of contract.

  b) Execution of the agreement on Rs. 100/- (Rupees hundred only) Stamp Paper within 7 days of the receipt of award letter.

2.4 The earnest money of the successful bidder will be refundable after completion of the above-mentioned formalities.

(SIGNATURE OF THE BIDDER) with address and seal
3. **SCHEDULES OF TENDER**

3.1 The Tender Document will be available between 1000 hrs. to 1700 hrs. on all working days up to 28.05.2013. The interested bidders may purchase the same from the office of Sports Authority of India, Netaji Subhas Regional Centre, Lucknow by making payment of Rs 500/- (Rs. Five hundred only) through A/C Payee Demand Draft/ Pay Order drawn in favour Regional Director, Sports Authority of India, Netaji Subhas Sub-Centre payable at Lucknow or by cash.

The bidders who download the tender documents from given website are required to pay Rs. 500/- (Rs. Five hundred only) in the form of separate Demand Draft/Pay Order as cost of tender documents. In case the bid is received without the cost of tender documents, the same would not be considered.

3.2. Technical & Financial bids shall be received up to 29.05.2013 till 1430 hrs. The technical bids will be opened there after on 29.05.2013 at 1500 hrs.

3.3. Technical Bid will be opened if the EMD and tender cost (in case of downloading from website) is found in order. The Financial Bid of only those bidders will be opened who qualify the Technical bid. The date, time and venue for opening of Financial Bids shall be communicated to the qualified bidders later on.

4. **PROCEDURE FOR SUBMISSION OF BIDS.**

4.1. The Bids shall be submitted in three separate sealed envelopes as under:-

a) **Envelope A** – should contain the Bank Drafts for the EMD & Tender Cost/Receipt along with details in (Annexure-I)

b) **Envelope B** - should contain the Technical Bid Document, (Annexure-II). Tender Document duly signed by the bidder on each page and all necessary documents to be submitted along with the Technical Bid.

c) **Envelope C** - should contain the Financial Bid Documents (Annexure-III)

4.2. All three envelopes should be submitted in one single envelope duly sealed, addressed to Regional Director, Sports Authority of India, Netaji Subhas Regional Centre, Sarojini Nagar, Kanpur Road, Lucknow and super scribed “**Tender Form for Complete & comprehensive Job of Horticulture including play field**”. The cover should also bear the name and address of the bidder including telephone number.

4.3. The bidder must put his seal and signatures on each page of the bid. No cutting/correction etc. will be accepted in the financial bid and if so the tender will be rejected.

4.4. The bid duly completed in all respect should be dropped in a sealed box placed in the office of Sports Authority of India, Netaji Subhas Regional Centre, Sarojini Nagar, Kanpur Road, Lucknow.

4.5. The bidder who wishes to submit bid duly completed in all respect by post will ensure that the same reaches to this office on or before due date and time given for submission of same. Bid received after due date and time will not be considered under any circumstances.

5. **BIDDER QUALIFICATION**

5.1 The bidder should have minimum three years experience in the Horticulture work. The bidder should enclose list of clients to whom services have been provided during the last 3 years in support to the experience.

(SIGNATURE OF THE BIDDER)  
with address and seal
5.2 The minimum annual turn over of the agency should be Rs. 30.00 lakhs per annum during the last three preceding year.

6 **PAYMENT PROCEDURE**

6.1 The agency will submit the bill for Horticulture work by the first week of every month for preceding month. The payment of the bills will be made within 10 days from the date of submission the bill through Electronic Payment System, if services are found satisfactory and all required documents are enclosed.

6.2 The agency will be wholly and solely responsible for making payment of monthly wages to the persons deployed at the centre which should be minimum wages as prescribed from time to time by State Government and shall also be responsible for depositing employee’s and employer’s share of contribution under EPF & ESI Acts. A certificate also be furnished along with the bill by the contractor to the effect that the contribution (EPF/ESI as the case may be) has been deposited through the enclosed challan in respect of the persons posted/deployed at SAI Regional Centre, Lucknow.

6.3 While quoting the rates, the agency should keep in view enhancement in cost of living allowance (DA rate) if any as notified by the State Government during the contractual period and reliever charges for weekly off and other holidays. The agency should also keep in view the associated factors.

7 **SCOPE OF WORKS**

7.1 The total area of the enclosed campus is around 65.16 acres which includes buildings of Adm. Block, Girls Hostel, Boys Hostel, Medical Centre, Fitness Centre, Residential Quarters, Sub Station, 100 bedded Hostel, Astro Turf, Swimming Pool, Multipurpose House, Store Complex, Basketball Ground, Roads and Pavements etc. The remaining area 48.672 acres includes Play ground, Lawns and Open areas within boundaries need regular maintenance work in the complex including plantation of flowers, potted plants etc on comprehensive job contract basis in accordance with the requirement of SAI under the directions of the officer deputed by SAI, in efficient manner and to the satisfaction of the authority.

<table>
<thead>
<tr>
<th>Area for Horticulture including Playfield</th>
<th>Minimum Manpower to be deployed</th>
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</thead>
<tbody>
<tr>
<td>48.672 acres (196974.990 sq. metres)</td>
<td>19 (03 Mali &amp; remaining 16 supporting workers).</td>
</tr>
</tbody>
</table>

7.2 The maintenance of grass of all playfield & lawns is a continuous process. The cutting of grass is required to be mowed up to 1” growth from soil level.

7.3 The contractor will mow the grass after 15 days (twice in a month) or as per requirement of the season to ensure properly maintained lawn on regular basis.

7.4 The contractor will trim/cut the Hedges regularly as per requirement. In the rainy season, the contractor will ensure to trim the Hedges at shorter intervals. More trimming is required in the month of July, August and September. The contractor will ensure properly cut and maintenance of Hedges on regular basis.

7.5 The contractor will weed out the unwanted vegetative growth.

7.6 The contractor will grow seasonal flowers etc. maintain flower beds as per season and for which sapling/plants are to be kept in the nursery at Netaji Subhas Sub-Centre and ready for beautification of the campus as per requirement of the season.

**SIGNATURE OF THE BIDDER**

with address and seal

- 3 –
7.7 The contractor will grow different varieties of ornamental/Indoor plants & seasonal flowers.

7.8 The contractor will put manure/fertilizers & medicates as required to keep the lawns lush greens and vegetative growth regulated to give clean and maintained look at all times.

7.9 The watering to the grass to be done daily during month of April, May, June in order to make the grass green. In other months watering is to be given as per requirement.

7.10 The contractor will plant evergreen plants and trees on the periphery of Sub Centre campus along with the roads, pavements and ornamental plants in the open space not used for play field in the rainy season.

7.11 The contractor will plant grass in the lawn area wherever there is no grass so that yellow/brown patches are not exhibit.

7.12 Removing of wild growth of plants and trees and deweeding regularly is the responsibility of the contractor and there should not be any growth of the wild bushes in the complex.

7.13 Whenever any damage is done to grass during VIP visit/ cultural event / sports events, the contractor will replace / restore the damage at its own cost.

7.14 Any other work as provided by the office at any time for maintained look of the campus.

7.15 The maintenance of all play fields, grounds and other open area, work of plantation and other horticulture work including uprooting, cleaning, cutting the wild grasses is the duty of the contractor.

7.16 The successful bidder will plant and maintain (Watering and manure) the newly plants. The verification of the work will be done by the official as deputed by the Incharge.

7.17 The successful bidder will have to have all required equipments such as grass cutting machine, weed cutter, lawn movers, pipes, sprinklers & other necessary tools required for day to day maintenance and material like manure, fertilizers and insecticides, seeds, plants etc. on his own cost. SAI will not provide any of these items.

7.18 In order to maintain the centre in a planned way, it is desirable that the agency has experienced landscaping consultants and that they shall submit detailed annual plan of action which will be followed regularly.

7.19 The successful bidder shall place potted plants at various places within the buildings and other areas of the Complex as may be necessary for beautification of the Complex including ornamental plants in lobbies, corridors, office rooms, reception rooms, waiting halls and other covered areas of the buildings of the N.S Sub Centre.

7.20 The successful bidder will remove dry leaves, waste material etc. from the ground / Play field etc. as covered by this contract every day.

7.21 The successful bidder will be responsible for providing fresh flowers, where necessary, to the office rooms, lobbies, corridors, reception halls etc. as well as for the various events and functions organized directly by the SAI.

8. **TERMS AND CONDITIONS :-**

8.1 The successful bidder will have to submit a list of all the employees along with address for security reasons at the time of awarding of contract.

(SIGNATURE OF THE BIDDER) with address and seal

- 4 –
8.2 The successful bidder will depute a responsible person throughout to take instructions, if any and supervise the work of his men in fulfilling the contractual obligations.

8.3 That the successful bidder shall be the sole employer of all their staff and labour employed by them and shall be responsible for observing and complying with all the employment regulations, labour laws and other laws as applicable and laid down in this behalf from time to time, in respect of all the employees during the period of this agreement.

8.4 In case of any dispute between the successful bidder & employees of the employer, SAI will not be party and shall have no responsibility of any kind under any law and shall not be responsible to pay any compensation in any form to such employees. SAI will not be responsible for providing any compensation to any of such employees during the currency of and/or after the expiry of these agreements.

8.5 The successful bidder will deployed persons from 8.00 am to 4.30 pm with half an hour lunch break in six days in a week.

8.6 The successful bidder shall be responsible for fulfilling all the statutory provisions of all the labour laws of the State. The agency should be in a possession of a valid license from the Competent Licensing Authority for providing such services and will give an undertaking before starting services and thereafter with every bill that he is abiding by all the provisions of the Labour Law Acts.

8.7 The persons deployed at the centre by the agency in terms of this contract at all time will be employees of the agency exclusively and they shall not be entitled to any claim employment or permanency of job with SAI. Also an undertaking will have to be given that the persons put on duty at the Complex are verified by the police authorities.

8.8 The contract shall be for period of one year. The contract can be terminated by the either party at any time before the ending of the contract by giving one month notice. In case of any dispute, the jurisdiction will be in the court within Lucknow.

8.9 The contract can be extended for three months and for a further period of three months and again three months if needed subject to satisfactory performance and willingness of the successful bidder.

8.10 Bid Validity:
   a) The bid shall remain valid for acceptance for a period of six months after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
   b) In exceptional cases, the Bidders may be requested by the SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, is at liberty to extend/not to extend its validity without forfeiting its Bid Security.

8.11 The tenderer may visit the campus if needed to have an overall view of the areas of deployment before submitting the tender.

8.12 The agency shall not be entitled to claim any additional amount for any reason whatsoever during the currency of contract period.

(SIGNATURE OF THE BIDDER) with address and seal

- 5 -
8.13 These are only proposed terms and conditions and can be modified or added to at any time of finally concluding and signing of agreement.

8.14 If even after approval, information/facts submitted by the bidder are found misleading/incorrect/false etc. SAI reserves the right to disapprove the contract.

8.15 The successful bidder should maintain all the records and documents under various labour laws applicable to contract labour/personnel. Indicative list of such record is given for example: a) Register for Workmen (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages etc.

8.16 The bidder should deployed minimum 19 person for comprehensive Job of Horticulture including play fields.

8.17 In case of the breach/non-fulfillment of any of conditions contained in the contract, the Sports Authority of India shall be at liberty to get the work done at the risk and cost of the successful tendered and the amount shall be recovered from the successful tenderer along with damages from the Security.

8.18 The successful bidder will be exclusively responsible for compliance of all environmental, labour and other Govt. directives/Acts.

8.19 The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.

8.20 The successful bidder should give an undertaking that the staff deployed at the centre in terms of this contract at all time will be employees of the agency exclusively and they shall not be entitled to any claim of employment or permanency of job with SAI. The staff deployed by the agency shall be in proper uniform.

8.21 In case of any loss caused to SAI due to lapse on the part of personnel deployed by the agency, the such loss of the appropriate amount shall be deducted from the bill besides imposition of penalty.

8.22 Sports Authority of India will provide water for the maintenance work from its existing resources.

8.23 That in case of any event held at any of the Netaji Subhas Regional Centre, the successful bidder will prepare and tend to the grounds for use for the event in accordance with the requirements of the SAI and restore the same to its original use, required by the SAI. No extra charges would be payable for performing the said job.

8.24 The successful bidder shall be responsible for maintenance, repair and upkeep of water supply system made available to them for watering the ground, fields, lawns, plants, trees etc at his own cost.

8.25 The electricity required for pumping water for maintenance of the horticulture work will be provided by the SAI and no charges will be taken from the successful bidder.

8.26 The entire equipments now being used for this purpose and in the possession of the SAI shall be loaned to the successful bidder for the duration of the contract for work and shall be returned by the successful tenderer to the SAI in proper working order a the termination/expiry of the contract.

(SIGNATURE OF THE BIDDER) with address and seal
8.27 The successful bidder shall procure additional equipments including lawn mowers, hose pipe etc., if required for the discharge of its duties and responsibilities assigned to them under the contract and they shall be responsible for maintenance, repairs and upkeep of all such equipments, including the equipments loaned to him by the SAI, if any, at their own cost. However, the tenderer will be at liberty to retrieve, after the expiry of termination of the contract, such equipments as may have been procured by them from their resources at their own cost.

8.28 The contractor will arrange the shade providing ornamental plants for plantation purpose in the Regional Centre open space after consultation with SAI authorities.

8.29 The contractor will not remove any trees, even if dry or dead from the Complex. No wood is to be taken out without written permission from Incharge.

8.30 Trees will not be cut without the specific orders of competent authority in SAI and the appropriate Government/municipal authority.

8.31 In case maintenance of horticulture work is not found satisfactory during the period of contract, SAI may impose monetary penalties which will not exceed to Rs. 500/- in each case for 5 instances, thereafter it may impose penalty of 10% deduction from the bill or deduction or termination of the agreement at one month notice.

8.32 No nursery area or plant trees, flowers etc. will be used for any commercial purpose. No removal or sale of trees, plants flowers etc. shall be allowed.

8.33 In case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the contractor.

8.34 The personnel deployed shall be healthy, active and shall not have any communicable diseases.

8.35 If any of the personnel of the contractor indulges of theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulge in such type of activities, should not be further employed in this office by the contractor in any case.

DECLARATION BY THE TENDERER

Certified that I/we have familiarized with site and have gone through the Para wise contents of the Tender form and accept all the terms and conditions mentioned in this tender document unconditionally.

(SIGNATURE OF THE BIDDER)
with address and seal
SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS REGIONAL CENTRE, LUCKNOW

To
The Regional Director,
Sports Authority of India,
Netaji Subhas Regional Centre,
Sarojini Nagar, Lucknow

Sub.: TENDER FOR COMPLETE & COMPREHENSIVE JOB OF HORTICULTURE INCLUDING PLAYFIELDS AT SAI, NS SUB CENTRE LUCKNOW (EARNEST MONEY DEPOSIT) (TO BE SUBMITTED IN ENVELOPE “A”)

In response to the tender published in the …………………………… on ……………………,

I am enclosing herewith demand draft no. …………….. dated………………….. of Rs. ………./- (Rupees ……………………… only) drawn on …………………………………. Bank in favour of Director Sports Authority of India, Netaji Subhas Sub-Centre payable at Lucknow on account of Earnest Money Deposit (EMD).

AND

I am also enclosing demand draft no. __________ dt. _____ of Rs. _____/Receipt dated ___________ towards cost of tender.

(SIGNATURE OF THE BIDDER)
with address and seal
SPORTS AUTHORITY OF INDIA  
NETAJI SUBHAS REGIONAL CENTRE, LUCKNOW  

TENDER FOR COMPLETE & COMPREHENSIVE JOB OF HORTICULTURE  
INCLUDING PLAYFIELDS AT SAI, NS REGIONAL CENTRE LUCKNOW  

TECHNICAL BID  
(TO BE SUBMITTED IN ENVELOPE “B”)  

1. Name of the Firm  

2. Full Postal Address with Telephone Number  

3. Name address and telephone number of the  
Director/Proprietors and Chief Executive of the Firm.  

4. Registration No. of firm (enclose photocopy)  

5. EPF registration number (enclose photocopy)  

6. ESI registration number (enclose photocopy)  

7. Service Tax No. (copy enclosed)  

8. PAN No. (copy enclosed)  

9. Certified/Audited Balance Sheet by CA of last three  
financial years confirming minimum annual turn over of Rs  
30.00 lakhs ( 2010-11,2011-12 & 2012-13). In case the  
balance sheet for the year 2012-13 is not finalized, for the  
year 2009-10 should be enclosed)  

10. Details of at least three clients within last three years for  
providing Horticulture work along with copies of award  
letter.  

11. Declaration by the agency that no case/dispute/claim with  
arbitration court/consumer forum etc. are pending, on a  
stamp paper of Rs. 50/-  

This is to certify that I/we have studied site, read and understood all the clauses of the tender and in  
case of award of contract, I/we undertake to abide by all the terms and conditions mentioned in the  
same.  

(SIGNATURE OF THE BIDDER)  
with address and seal  

Date : _____________
TENDER FOR COMPLETE & COMPREHENSIVE JOB OF HORTICULTURE INCLUDING PLAYFIELDS AT SAI, NS SUB CENTRE LUCKNOW

DETAILS OF OTHER ORGANIZATIONS WHERE SUCH CONTRACTS UNDERTAKEN DURING LAST THREE YEARS (enclosed supporting documents)

Proforma containing details of other organization where such or similar contracts were undertaken

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name &amp; Address of the organization, contract no.</th>
<th>No. of personnel supplied</th>
<th>Period of contract</th>
<th>Whether Govt/semi Govt./Autonomous bodies/PSUs/ Industries etc (Pl specify)</th>
<th>Amount of Contract</th>
<th>Reason for termination (if currently not valid)</th>
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<td>1</td>
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This information to be given in “Envelope No. ‘B’ Technical Bid for Complete & Comprehensive Job of Horticulture including Playfields.
SPORTS AUTHORITY OF INDIA  
NETAJI SUBHAS REGIONAL CENTRE, LUCKNOW  

TENDER FOR COMPLETE & COMPREHENSIVE JOB OF HORTICULTURE  
INCLUDING PLAYFIELDS AT SAI, NETAJI SUBHAS REGIONAL CENTRE  
LUCKNOW  

FINANCIAL BID FORM  
(TO BE SUBMITTED IN ENVELOPE “C”)  

1. Name of the Tenderer : …………………………………………
2. Address of the Tenderer : …………………………………………
3. Tender No./Website : ……………………………………………

4. Rate schedule per month:

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Particular</th>
<th>Rate per person</th>
<th>Total Amount</th>
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<tbody>
<tr>
<td>A</td>
<td>Mali &amp; Supporting Workers -19 (unskilled)</td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td>Basic Wages</td>
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<td>DA</td>
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<td>3</td>
<td>EPF @</td>
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<td>4</td>
<td>ESI @</td>
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<tr>
<td>B</td>
<td>Cost on Manure, Equipment, Plantation etc.</td>
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<tr>
<td>C</td>
<td>Service Charges of the agency</td>
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<tr>
<td></td>
<td>Total</td>
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<tr>
<td>D</td>
<td>Service Tax on the total quoted amount</td>
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<tr>
<td></td>
<td>Grand Total</td>
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</table>

This is certify that I/We have studied assessing the Horticulture work, read and understood all clauses of the tender and in case of award of contract, undertake to abide by all the terms and conditions mentioned in the same.

(SIGNATURE OF THE BIDDER)  
Dated …………………

with address and seal