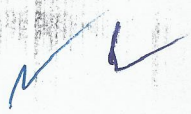


## **TENDER DOCUMENTS**

**SUB.:** Annual Maintenance of Landscape, Lawns and Gardens etc. at  
NIPGR Campus, New Delhi.

**CLIENT:** DIRECTOR NIPGR,  
NEW DELHI

**COST OF TENDER DOCUMENT:- Rs. 500/-**





## TENDER DOCUMENTS

**SUB.:** Annual Maintenance of Landscape, Lawns and Gardens etc at NIPGR Campus, New Delhi.

**Owner :** Director, NIPGR Campus, New Delhi

**Tender issued to :**

---

---

---

**Place for submission/  
Place opening of tender document:**



NIPGR Campus,  
Aruna Asaf Ali Marg,  
New Delhi-110067

Consultant Engineer  
NIPGR Campus,  
New Delhi

**Date & time of submission of tender documents:** 27.12.2019 up to 1500 hrs.

**Date & Time of Opening of Tenders:** 30.12.2019 at 1500 hrs.

Consultant Engineer  
NIPGR Campus,  
New Delhi.





## TENDER FORM

To

The Director  
NIPGR CAMPUS,  
New Delhi.

Dear Sir,

I/We have read and examined the following Tender Documents relating to the  
"SUB.:Annual Maintenance of Landscape, Lawns and Gardens etc at NIPGR Campus,  
New Delhi.

- Tender Form
- Tender Notice
- General Conditions
- Instruction to bidders
- General Information
- Special terms and conditions of contract
- Instructions for Online Bid Submission
- Undertaking on a Non-Judicial Stamp Paper as per Annexure - I
- Certificate for Site Inspection as per Annexure – II
- Check list for Pre-qualification bid as per Annexure – III
- Terms & Conditions
- Schedule of work / quantity (not to be filled)

I/We hereby offer to execute the maintenance work complete in all respects specified in the under written Memorandum within the time specified therein or during the allowed extended time at the rates specified in the bill of Quantities and in accordance, with the specifications, designs, drawings and instructions in writing referred to in the conditions of tender.

(Seal & Signature of Contractor)





**NATIONAL INSTITUTE OF PLANT GENOME RESEARCH**  
(Department of Biotechnology, Ministry of Science and Technology, Govt. of India)

Aruna Asaf Ali Marg, New Delhi-110067  
Phone: 011-26735161, 26735138 Fax: 011-26741658

**TENDER NOTICE**

(Tender No.: NIPGR/Engg./7/5(3)/2019-20)

Online Tenders (in two bid system) are invited on behalf of the Director, NIPGR, New Delhi from the eligible contractors who have experience in Annual maintenance of Landscape Lawns and Gardens etc with Govt. Departments or other reputed organizations.

**Name of work:** Annual Maintenance of Landscape, Lawns and Gardens etc., at NIPGR Campus, New Delhi.

| Sl. No. | Estimated Cost(In ₹) | EMD (In ₹) | Time for Completion | Last date & Time of receipt of Tender | Date & time of opening of tenders |
|---------|----------------------|------------|---------------------|---------------------------------------|-----------------------------------|
| 1.      | 2.                   | 3.         | 4.                  | 6.                                    | 7.                                |
| 1.      | ₹ 5395200/-          | ₹ 108000/- | 12 Months           | 27.12.2019<br>15.00 Hrs.              | 30.12.2019<br>15.00 Hrs.          |

Tender documents can be downloaded on line free of cost from our website [www.nipgr.ac.in](http://www.nipgr.ac.in) and Govt. CPP Portal <https://eprocure.gov.in/cppp/>

The earnest money shall be in the form of Demand Draft of a Scheduled Bank issued in favor of the Director, NIPGR, New Delhi or in the form of Bank Guarantee issued by any commercial bank in India, with validity period of 6 months so as to reach the undersigned latest by 27.12.2019 at 1500 hrs.

Tenderers registered with M.S.M.E. & N.S.I.C. in the above-mentioned services / activities are exempt from deposit of EMD.

The bids will be accepted in respect of eligible agencies having successfully completed at least three similar maintenance works each costing not less than ₹ 21.58 lakhs or two similar maintenance works each costing not less than ₹ 26.98 lakhs or single similar maintenance work of costing not less than ₹ 43.16 lakhs with Govt. Departments or other reputed organizations during the last three years ending 30<sup>th</sup> Sept. 2019. Similar nature means "Annual Maintenance of Landscape, Lawns and Gardens etc." in Govt. departments or other reputed organizations. Intending tenderers must enclose self-attested copies of Completion Certificates and work orders of having completed the work satisfactorily issued by an authority not below the rank of Executive Engineer or equivalent. However, third party work done completion certificates will not be entertained.

Annual turnover of Rs.54.00 lakhs on each year for the last three financial years, each ending March 31<sup>st</sup>, 2019 duly certified by the Statutory Auditors is require to be submitted.

**Submission of complete tender documents duly signed and stamped by the tenderer with Technical Bid is mandatory. Any short or incomplete documents required in the tender will lead to straightaway rejection of tender.**

Agency / tenderer found involved in illegal practices, nonpayment/less payment of minimum wages which has been declared by Govt. of NCT of Delhi will lead to cancellation of the contract forthwith and taking up further action as deemed appropriate to the Institute.

**The Director, NIPGR reserves the right to accept or reject all or any of the tender without assigning any reasons thereof.**

The firms must be registered with ESI, EPF, GSTIN License Issuing authorities and must submit self-attested copies of registration.

The Institute may ask originals documents for verification. All originals documents will be returned after verification. Tenders received without their details/documents will not be considered

**Consultant Engineer**  
**NIPGR Campus,**  
**New Delhi.**



## GENERAL CONDITIONS

1. Online Tenders (in two bid system) are hereby invited from contractors for the Annual maintenance work of " Annual Maintenance of Landscape, Lawns and Gardens etc at NIPGR Campus, New Delhi.
2. The tender document is obligatory on the part of the tenderers & bid in no other form will be accepted.
3. The time allowed for the completion of maintenance work is 12 months to be reckoned from the 10th day after the date of written order to commence the maintenance work.
4. Every tender shall be accompanied by earnest money of ₹ 1,08,000.00 (₹ One lakh eight thousand only) in the form of demand draft drawn in favour of the **Director, NIPGR payable at New Delhi**. Any tender not accompanied by such earnest money will be rejected straight away. The EMDs will be returned to un-successful bidders after finalization of tender.
5. The Tenderer will submit his tender online in prescribed format after examining the tender documents, scope of maintenance work, specific conditions of contract, Instructions to bidders, General Information, Terms and Conditions of contract agreement, technical specification, Price Bid, special terms and conditions of contract, specific conditions of contract. bill of quantities, Inventory, Annexures, etc.
6. The tender shall be submitted online in two parts, viz., Technical bid and Financial bid. Submission of complete tender document duly stamped and signed by tenderer with technical bid is mandatory
7. The offer shall remain valid for 90 days from the date of opening of Tender.
8. The tenderer shall submit a copy of the Audited Balance Sheets of the past three financial years ending 31-03-2019.
9. NIPGR does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason.
10. NIPGR will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders as well as for the transportation of samples.
11. This notice inviting tender, will form part of the contract agreement to be executed by the successful tenderer with the NIPGR
12. The successful tenderer shall have to sign the contract agreement within 10 days of the allotment of maintenance work.
13. **Contractor's office establishment should be based in NCR/Delhi.**
14. The rates quoted shall be firm and hold good throughout the contract period. The same may be extended depending upon satisfactory performance and mutual consent.
15. The security deposit will be returned after one month of completion of the contract period or payment of last bill, whichever is earlier.
16. If a tenderer whose tender is accepted fails to undertake the work as per terms of the contract or as mentioned in the award letter, the earnest money deposited will be forfeited.
17. In case the Tenderer desires to close the contract before the scheduled period, a notice of three months to the Institute is mandatory, failing which notice period shall be completed at the risk and cost of the contractor, besides damages as deemed suitable to the Institute shall be levied on the contractor. Notwithstanding contained anything above, Institute reserves the right to take any other action, including termination of contract at any time by giving one month's notice.
18. If the Agency is desirous of an extension of contract beyond the present term, under the present agreement, then the Agency should apply in writing to the Director, NIPGR at least 90 days before the expiry of the contract; for an extension for a further period, which may be considered at the discretion of the Institute on the existing terms and conditions.
19. The necessary details of the staff members shall be given in advance so as to know and allow the individual to attend complaint.



20. The engaged staff shall be qualified and fully conversant with the maintenance of Lawn Garden etc. The contractor shall submit the proof of qualification, experience etc., of the staff deployed within 10 days after taking over the site as per detail given below. The documents can be checked with original during submission of documents
- |                                       |   |  |
|---------------------------------------|---|--|
| a. Supervisor -Horticulture (Skilled) | : | Shall be passed the 12 <sup>th</sup> class. with 5 year relevant experience. |
| b. Sr.Mali (Semi Skilled)             | : | Experience with 5Years in Relevant field                                     |
| c. Malis (Unskilled)                  | : | Worked for Horticulture Filed.   |
21. The Contractor shall deploy his personnel only after obtaining the Institute approval duly submitting curriculum vitae (CV)/Bio-Data of these personnel, the Institute shall be informed at least one week in advance and contractor shall be required to obtain the Institute's approval for all such changes along with their CV's.
22. The list of workers to be deployed shall be made available to the Institute and if any change is required on part of the Contractor or Institute, fresh list of staff along with relevant documents shall be made available by the contractor for each and every change, after seeking prior approval of the Competent Authority of the Institute.
23. Every worker appointed by the Contractor shall wear the prescribed uniform according to season i.e. summer uniform in summer and winter uniform in winter season and badge bearing agency's name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost. The workers must maintain proper discipline in the Institute.
24. All the personnel and their bag and baggage connected with the contract shall be liable to physical check both at the time of entry in to the campus and during the exit at the Security Gate. The Contractor's personnel shall not stay beyond the specified working hours unless they are required to do so. They shall strictly comply with all security regulations of the Institute.
25. The employees of the contractor deployed on the above job shall have no right to claim for absorption in the services of NIPGR, and/or no claim for continuation/completion of the above contract tenure.
26. Payment shall be made on monthly basis on receipt of bill by 10<sup>th</sup> of each month by the contractor. No advance payment in any case would be made. The monthly payment will be subject to satisfactory services being rendered. In this regard, a certificate of satisfactory completion of above work has to be given and certified by the authorized official of NIPGR on the monthly payment bill.
27. The contractor will have to deposit the proof of depositing employer's/employee's contribution towards PF/ESI etc., of each employee deployed in the Institute, on monthly basis. On deployment of worker(s), within two months, the contractor will provide Universal Account Number (UAN) for Provident Fund remittances along with other relevant details to the workers concerned and to the Institute for verification. Non-compliance of the foregoing requirements may lead to withholding of monthly payment of contractor besides other punitive measures as deemed fit to the Institute.
28. The contractor shall disburse the wages/salary to its staff deployed in the Institute every month through Bank Transfer on or before 7<sup>th</sup> day of every month.
29. Any damage caused to any equipment/or items available in the office premises due to negligence of the contractor's work force shall be entirely on contractor account. The amount so involved on this account shall be deducted from the payment due to contractor.
30. If the performance of the contractor is not up to the mark, then NIPGR may take the following actions. A) To engage another contractor B) To terminate his contract.
31. The contractor shall not sublet or transfer any part of the contract thereof without the written permission of the Director, NIPGR, New Delhi.
32. No one connected with or in the employment of NIPGR shall be admitted by the contractor as a partner or shall have any interest in his contract.



33. The agency must be registered with Labour Commissioner under NCT of New Delhi and have a service base in NCT of New Delhi with enough manpower and document of same must be submitted along with tender form.
34. On acceptance of tender, the earnest money will be treated as part of the Security.
35. Tenders, not fulfilling any or all of the conditions or incomplete in any aspect, are liable for rejection.
36. If any information furnished by the contractor is found to be incorrect, the Director, National Institute of Plant Genome Research, New Delhi, reserves the right to terminate the contract without any notice and contractor will be liable for forfeiture of security deposit.
37. Tender must be unconditional.
38. GST or any other taxes on materials in respect of this contract shall be payable by the contractor and NIPGR will not entertain any claim whatsoever in this respect.
39. If the agency / firm quotes charges which are not considered to cater the administrative and other charges and Contractor's profit, appropriately, the bid shall be treated as unresponsive and will not be considered.
40. The use of whitener/eraser in this tender is prohibited. If any correction becomes necessary, the same should be done by SCORING OFF originally written rates/figures etc. and then rewriting should be done under initials of person filling the tender.
41. Any difference or dispute arising out of the contract shall be decided by Director, National Institute of Plant Genome Research, New Delhi or any person authorized by him and the decision shall be final and binding on the contractor. All legal disputes are subject to the jurisdiction of Delhi Courts only.
42. No staff shall leave his duty unless relieve by his reliever. The institute reserves the right to detain or relieve the staff for duty in the next shift or day, if the reliever fails to turn up. In no case any worker deployed should work more than 26 days in a month.
43. If any worker is found to be not suitable for the position, the contractor has to remove the person from the site immediately and substitute posted. The decision of Institute in this regard shall be final and binding on the contractor.
44. In case of leave of any staff, a substitute has to be arranged by the contractor who has got the required qualification and adequate experience. The staff will attend the duty on all working days(6days).
45. The agency shall provide police verification document and character certificate of the entire employee along with other documents of qualification, experience etc.
46. All the pages of the tender should be signed by the owner of the firm or his authorized signatory. In case the tenders are signed by the authorized signatory, a copy of the power of attorney / authorization may be enclosed along with tender.
47. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
48. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate. In case two or more agencies are found to have quoted the same rates, then NIPGR shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
49. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency).
50. The institute has the liberty to increase/decrease the staff (If required). The rates for payments/reduction shall be derived from the rates quoted by the agency in Financial Bid.
51. Attendance register of the staff shall be maintained by the agency and the same shall be submitted daily basis or as desired by the Institute. The manpower deployed by agency should invariably mark their attendance in the attendance system provided by the institute. The institute reserves the right of surprise verification of attendance of manpower deployed, by the committee authorized to do so on any day and time. The payment will be released on the basis of attendance marked in attendance system of the institute.
52. The contractor shall be responsible for good behavior and character of the staff engaged by him.



53. Institute shall in no way be involved in any dispute of whatever kind between the contractor and the staff engaged by him.
54. Any accident / electrocution caused due to negligence or during the course of normal work etc., shall be responsibility of the Contractor. The contractor shall be responsible for all compensation to the staff engaged by him.
55. The contractor shall provide sufficient safeguard to avoid any accident.
56. NIPGR does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason
57. If any agency quotes rates below minimum wages, his tender shall be rejected.
58. The wages of deployed staff shall be payable as per minimum wages fixed by Govt. of National Territory Delhi. The statutory increase or decrease in wages from time to time by Govt. of NCT shall be reimbursed on production of having paid the said increase.
59. The agency shall submit the analysis for the rates quoted in Financial Bid.
60. In case of non-availability of staff, penalty as given below will be made.
 

|                              |                      |
|------------------------------|----------------------|
| a) Supervisor                | : Rs. 1200/- per day |
| b) Sr. Malis                 | : Rs. 1000/- per day |
| c) Malis                     | : Rs. 800/- Per day  |
| d) Any staff without uniform | : Rs. 200/- per day  |
61. This penalty is over and above of deduction of wages on account of absence.
62. The agency shall provide valid ID cards to the staff which must be produced during the time of inspection / check by the E.I.C.
63. Payment of bills:
  - a) Bills will be submitted by the Contractor on 10<sup>th</sup> (if 10<sup>th</sup> is holiday then next working day) of every calendar month & after satisfactory service and submission of pre-receipted bill along with documents in support of payment of wages to workers through RTGS / NEFT only. Proof of remittance of Salary to Employees / PF / ESI / GST/ any other documents as prescribed by the Institute to respective agencies are also required to be submitted with monthly bill.
  - b) Wages: Wages shall have the same meaning as defined in payment of Wages Act. The contractor shall pay his workers not below the rates under Minimum wages act declared by Govt. of NCT and to comply with various Labour Acts such as PF, ESI, Bonus, and Maternity, Contract (R&A) SAVY 1970, contract Labour (R&A) Central Rules 1971 and any other acts applicable as amended from time to time at his own expenses.
  - c) TDS on payments will be made as per rules in this regard.
  - d) The payments to all workers deployed should be made in full by 7<sup>th</sup> of every calendar month, through RTGS/NEFT (bank transfer) only.
64. The bidder should have the following Registrations and details of the same should be provided in the Technical Bid.
  - i) Documents of previous experience in the field and list of organizations to which services are being provided at present.
  - ii) Permanent Account Number Card (PAN)
  - iii) PF Registration number
  - iv) ESI Registration number
  - v) GST Registration number
  - vi) An undertaking on a Non-Judicial Stamp Paper worth Rs. 100/- duly notarized (Annexure I).
  - vii) Audited Annual Financial Turnover.
  - viii) Registration of agency with Labour Commissioner under Govt. of NCT New Delhi.
65. The department reserves the right to terminate the contract by giving one month notice in writing during the period of the contract without any financial repercussions on either side.
66. The rates should be quoted for S. No. 1 + 4 of Schedule of Quantity. Overall rates of Sl. No. 1 to 3 will be considered for finalization of lowest bidder.

Consultant Engineer  
NIPGR, New Delhi

Seal & Signature of Agency



## INSTRUCTIONS TO BIDDERS

### 1. GENERAL INSTRUCTIONS:

The maintenance works referred here-in shall cover the entire scope of the proposal. The "Owner" where appearing in these documents shall mean Director, NIPGR,

### 2. TENDERERS TO STUDY ENTIRE TENDER DOCUMENT CAREFULLY:

Submission of a tender by a tenderer implies that he has read all the stipulations contained in this tender document and has acquainted himself of the nature, scope and specifications of the maintenance works to be followed.

### 3. TENDERER TO SUBMIT THE ENTIRE TENDER DOCUMENT:

The tenderer shall submit all documents issued to him for the purpose of this tender after duly filling the same in all respects. Tenders which are found to be vague or incomplete shall be rejected summarily.

### 4. TENDERERS TO QUOTE FOR ALL ITEMS:

The tenderer shall quote his rates in words and figures with reference to each item and must enter for all the items shown in the attached Bill of quantities. Incomplete offer shall be liable for rejection. In case there is a discrepancy in "words" and "figures", the rate in words will be taken as correct for evaluation of tender.

### 5. VALIDITY PERIOD OF OFFERS:

The rates quoted in the tender shall hold good for 90 days from the date of opening of the tender. No tenderer can withdraw or modify his tender or revoke the same within the said period of 90 days. If, a tenderer on his own withdraws or revokes the tender or revises or alters or modifies the tender for any item or condition within a period of aforesaid 90 days his earnest money deposit shall stand forfeited.

### 6. TENDERER TO SIGN ALL PAGES:

The tenderer shall stamp and sign at the bottom right hand corner of every page of the tender documents in token of acceptance of tender conditions and for the purpose of identification.

### 7. ERASURES AND ALTERATIONS:

Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents.

### 8. TENDERER TO SATISFY HIMSELF OF SITE CONDITIONS:

Tenderers are advised to inspect and examine the site and its surroundings and also signed a certificate of site visit enclosed as per Annexure 'II' and satisfy themselves before submitting their tender regarding nature of the site conditions, the means of access of the site, the accommodation they may require and in general obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender in any manner. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no compensation or otherwise of any charges incurred or to be incurred consequent on any misunderstanding or otherwise shall be admissible.

### 9. EARNEST MONEY:

The tender shall be accompanied by earnest money ₹ 1,08,000.00 (₹ One lakh eight thousand only) in the form of Demand Draft only drawn in favour of the Director, NIPGR payable at New Delhi or in the form of Bank Guarantee issued by any commercial bank in India, with validity period of 6 months. Earnest money of the unsuccessful bidder(s) shall be refunded after expiry of the validity period of the tenders/allotment of maintenance works whichever is earlier.

### 10. TENDERER TO QUOTE BOTH IN FIGURES AND WORDS:

All tenderers shall quote the rate in figures as well as in words, the amount of each item shall be maintenance worked out and the requisite total given. The total amount shall be written both in figures and in words.

### 11. TENDER LIABLE TO REJECTION:

Tenders which do not fulfill all or any of the conditions laid down in this notice, or contain conditions not covered and / or not contemplated by the Conditions of contract and/or expressly prohibited therein or stipulate additional/alternative conditions shall be liable to be rejected and his earnest money will be forfeited.

Tenders shall also be liable for rejection on any of the following grounds :-

- i) Tenders submitted late
- ii) Tenders containing remarks uncalled for.
- iii) Conditional tenders
- iv) Tenders not submitted on prescribed Performa.
- v) Telegraphic tenders.
- vi) Not submitted the physical inspection of site certificate Annexure 'A'.
- vii) Tenders with NIL consideration.



**12. CORRESPONDENCE:**

Tenderers must mention their postal address and telephone number(s) of the Chief Executive/authorized agent or attorney in the tender. The tender submitted by the tenderer will be rejected if he or his agent cannot be contacted on the last known address or on the intimated telephone number(s) after reasonable search in which event earnest money may be forfeited by the NIPGR.

**13. NIPGR NOT TO ASSIGN ANY REASON FOR REJECTION OF TENDER:**

NIPGR hold absolute discretion to accept or reject the lowest or any other tender without assigning any reason. No claim on this account shall be entertained.

**14. AMENDMENT IN TENDER DOCUMENTS:**

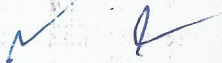
NIPGR reserves the right to revise or amend the Bid Documents upto the date prior to the date notified for opening of the tenders and also the right to postpone the date of submission and opening of tenders without assigning any reason, whatsoever.

**15. REFERENCE IN TENDER DOCUMENTS:**

Director, NIPGR, shall be referred as "Owner" in all the documents of Tender documents/contract agreement.

Consultant Engineer  
NIPGR, New Delhi

Seal & Signature of Agency





## GENERAL INFORMATION

- 1 Accepting Authority Director,  
NIPGR, New Delhi.
- 2 Reference Book i) CPWD specifications(Latest  
as on date of tender)  
ii) B.I.S. specifications(latest edition)
- 3 Earnest money ₹ 108000.00 (₹ One lakh eight thousand only) to be  
furnished with the tender in the form of the demand draft  
(No interest is payable on security deposit) or in the form  
of Bank Guarantee issued by any commercial bank in  
India, with validity period of 6 months
- 4 Security deposit The security deposit will be collected by deductions from  
the running bills of the contractors at the rate mentioned  
below and the earnest money, if deposited at the time of  
tender, will be treated as part of security deposit.  
Performance security may be accepted as Bank  
Guarantee/DD of Scheduled Banks and State Bank of  
India. A sum @ 10% of the gross amount of the bill  
shall be deducted from each running bill of the contractor  
till the sum along with the sum already deposited as  
earnest money, will amount to Security Deposit of 5% of  
the tendered value of the maintenance work. In addition,  
the contractor shall be required to deposit an amount  
equal to 5% of the tendered value of the contract as  
Performance Security within the period prescribed for  
commencement of maintenance work in the letter of  
award issued to him.
- 5 Authority competent to grant extension of time Director, NIPGR or authorized person by Director,  
NIPGR
- 6 Tools & plants To be arranged by contractor
- 7 Authority competent to reduce the compensation amount Director, NIPGR
- 8 Release Security Deposit The performance security shall be refunded to the  
contractor on completion of the maintenance work and  
recording of completion certificate by Institute and the  
security deposit of 5% of maintenance work done shall be  
released after one month of completion of work.  
However, if the agency fail to complete the work to the  
satisfaction of the consultant Engineer or violates any  
condition of the work order/tender. The security  
deposit/performance security will be forfeited/bank  
guarantee will be revoked.
- 9 Periodicity of submission of Bills Monthly, before 10<sup>th</sup> of each month.

Consultant Engineer  
NIPGR, New Delhi

Seal & Signature of Agency



## **SPECIAL TERMS AND CONDITIONS OF CONTRACT**

### **1. SPECIFICATIONS:**

If specifications for an item of maintenance work are not covered by C.P.W.D. / B.I.S. Specifications prevailing as on date of tender, the same shall be decided by the NIPGR and shall be binding on the contractor.

The Director shall have the power to insist upon the contractor to purchase and use such materials of particular approved make which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of maintenance of work.

### **2. WORK AND WORKMANSHIP:**

To determine the acceptable standard or workmanship, the NIPGR may order the contractor to execute certain portions of maintenance works and services and the like under the close supervision of Engineer, NIPGR/Consultant. On approval, these items shall be labeled as guiding samples and maintenance works executed to conform to these samples.

### **3. CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.**

The rates specified in the tender shall be inclusive of G.S.T., octroi, royalty etc. or any other taxes. However if any fresh taxes are imposed by State/Central/Statutory bodies during the currency of contract, the same shall be borne by NIPGR.

### **4. FORCE MAJEURE:**

The right of the contractor to proceed with the maintenance work shall not be terminated because of any delay in the execution of the maintenance work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including not limited to acts of God, or of the public enemy, restraints of a sovereign state, fires, floods, unusually severe weather.

### **5. JURISDICTION:**

Notwithstanding any other courts having jurisdiction to decide the questions forming subject matter of a suit any and all actions and proceedings arising out of or relative to this contract (including any arbitration in terms thereof) shall lie only in the court of competent Civil jurisdiction in this behalf at New Delhi, where this contract is to be signed on behalf of Director NIPGR and only the said court shall have jurisdiction to try any such actions and/or proceedings to the exclusion of all other courts.

### **6. SCOPE OF MAINTENANCE WORK:**

The scope of annual maintenance of landscape, lawn and garden area is 15 acres is as per enclosed schedule of quantity and terms & conditions.

### **7. CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF MAINTENANCE WORKS**

The contractor shall be solely responsible for the manner and the method of executing the maintenance work. The maintenance work shall be subject to the approval of NIPGR from time to time for purposes of determination of the question whether the maintenance work is executed by the contractor in accordance with the contract.

9. The maintenance works shall be inspected by Engineers /Consultants of NIPGR. The contractor shall extend full co-operation and render all necessary facilities for inspection of the maintenance work to the inspecting authority without any additional cost to NIPGR. It must be noted that any observations/ comments/ recommendations of the said Technical personals shall be binding on the contractor.

10. It shall always prevail, unless otherwise specifically stated, that the entire provisions of Tender document been opened upon and accepted for compliance by the contractor without any reservation.

13. Whenever representative of the contractor is called upon by NIPGR, he will make himself available or any of its employee for evidence before the enquiry officer appointed by the NIPGR or competent court in connection with the disciplinary proceedings against any of the employees, if the act of misconduct had happened in his/their presence.



14. NIPGR does not recognize any association of the traders and in case any negotiation/bargain is necessary with regard to the clarification of the terms and conditions of the agreement or modification thereof the contractor alone should seek such negotiations and no collective representation/bargain will be entertained.
15. In the event of any dispute arising out or in any way touching the terms & conditions of the agreement, the same shall be referred to the sole arbitration of the Director, NIPGR or his nominee and his decision shall be final and binding on the parties.
16. It may be clearly understood that the workers deployed by the contractor for performing the job contract shall be in his employment and no master and servant relationship or privet of contract exists between his workers/employees and NIPGR. The workers deployed by the contractor shall at no point of time seek regularization in the services at NIPGR. The workers/employees deployed by the contractor for execution of job contract shall have no claim against NIPGR.
17. The contractor will be blacklisted / debarred or sent on holiday list in case of any fake / forged certificate / document found during the period of contract.
18. All other conditions shall be as per our tender documents.

**Consultant Engineer**  
**NIPGR, New Delhi**

**Seal & Signature of Agency**





### Instructions for Online Bid Submission

1. The tender documents are available on our website [www.nipgr.ac.in](http://www.nipgr.ac.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in) and same can be downloaded.
2. Tender documents may be downloaded from ITPO's website [www.nipgr.ac.in](http://www.nipgr.ac.in) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in the tender document.
3. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the esubmission of the bids online through the Central Public Procurement Portal for eProcurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. The bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
6. Bids will be opened as per date/time as mentioned in the **Tender Document**. After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated.

### Submission of Tender

The tender shall be submitted online in two parts, viz., Technical bid and Financial bid.

All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature and content of the documents before uploading.

The offers submitted by hand/Post/Fax/email shall not be considered. No correspondence will be entertained in this matter.

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online Bidder Enrolment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra/ Nic etc.), with their profile.



- 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.
- 6) 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.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 1) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST Certificate etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

- 1) 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) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) 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 before bid opening date/time as mentioned in critical date sheet 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.

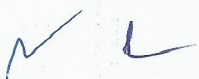


- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. 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.
- 6) 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.
- 7) 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. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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.
- 10) 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.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.





**(Undertaking on a Non-Judicial Stamp Paper worth ₹. 100/- duly notarized)**

I / We (bidder) hereby give an undertaking that:

- a) I/We have not been blacklisted / on holiday list / debarred during last three years by any Govt. Department/Govt. Autonomous Body/Institution, etc.;
- b) I/We do not have any dispute with any of the Govt. Departments/Govt. Autonomous Bodies/Institutions, etc.;
- c) I/We have never been certified as 'Unsatisfactory Performer' for the said services provided to the Govt. Departments/Govt. Autonomous Bodies/Institutions;
- d) I/We have not submitted any fake/forged certificates/documents and later, if any such 'Certificates/Documents' found to be fake/forged or contains willful wrong/incorrect information, suitable legal action may be initiated against me/us/agency besides 'forfeiture of Earnest Money Deposit' and 'Blacklisting' etc.
- e) I/We shall not withdraw my/our bid after opening of Technical Bid and if done so, the NIPGR shall be authorized to forfeit the EMD submitted by me/us.

Seal and Signature of the Authorized  
Person of the Agency

Name and designation of the  
Authorized Person of the Agency

Place:

Date:

✓



**'CERTIFICATE FOR SITE INSPECTION'**  
**Pre-qualification criteria of NIT**

Certificate that we have visited the site on ..... and assessed the nature and amount of maintenance work involved before submitting our offer. We will be able to complete the maintenance works within the stipulated time and also that we will be able to execute the maintenance work suit to the site conditions.

**(Signature of Bidder with Seal)**

Name:

Address:

Date:

Consultant Engineer





**CHECK-LIST FOR PRE-QUALIFICATION BID FOR RUNNING, Annual Maintenance of Landscape, Lawns and Gardens etc at NIPGR Campus, New Delhi.**

| Sl. No. | Documents asked for  | Page number at which document is placed |
|---------|--|---|
| 1.      | Tender Cost  |   |
| 2.      | Earnest Money  |   |
| 3.      | Name of authorized person of the firm/agency, designation, address and office telephone numbers. If the bidder is a partnership firm/private or limited company, name designation, address and office telephone numbers of partners/ Directors also. |   |
| 4.      | Undertaking on a Non-judicial Stamp Paper of ₹ 100/- (as per format prescribed in Annexure-I) .  |   |
| 5.      | Self-attested copy of the PAN card issued by the Income Tax Department.  |   |
| 6.      | Self attested copy of GSTIN.   |   |
| 7.      | Proof of experiences of last three years ending Sept. 30 <sup>th</sup> 2019 as specified in the NIT along with satisfactory performance certificates from the concerned employers.   |   |
| 8.      | Annual turnover of last three financial years ending March 31 <sup>st</sup> , 2019 duly certified by the Statutory Auditors.   |   |
| 9.      | Any other documents, if required.  |   |

**Signature of the Bidder**  
**(Name and Address of the Bidder)**  
**Telephone No.**





## Terms & Condition

**Name of work:** Annual Maintenance of Landscape, lawns and gardens at NIPGR Campus, New Delhi.

1. The site of Work is at NIPGR Campus, Aruna Asaf Ali Marg New Delhi and the contractor must visit the site and make him acquainted with the topography of the area before quoting the rates. The Department shall entertain no extra claim later on.
2. The date of opening of financial bid shall be intimated after finalization of technical bid.
3. The tenderer must be a professional horticulturist and must have completed at least 3 works in maintaining landscape, lawns and plantation in govt. organization especially in Govt Autonomous Institutions.
4. The prospective tenderers must submit with the technical bid, a list of organizations, where they have worked / are working with the name and designation of the contact person and their telephone numbers etc.,
5. Director, NIPGR holds absolute discretion to accept or reject the lowest or any other tender without assigning any reason. No claim on this account shall be entertained.
6. The work shall be done as per schedule and as per the instruction of Engineer-in-Charge.
7. All cut down / uprooted trees / tree branches shall be returned to the Institute. Small branches & leaves etc. will be disposed out of the campus by the contractor at no extra cost. The institute will not allowed any garbage heaps at any place in the premises.
8. Water and Electricity required for the job shall be supplied by the Institute free of cost.
9. The contractor shall arrange water supply hose pipes lawn movers of different sizes, phawada, khurpi hedge & rose cutter and all other tools & plant required and nothing extra will be paid.
10. No. T&P will be supplied by the Institute. The contractor will have to arrange his own T&P including lawn movers, rubber hose pipes etc., In case any T&P is issued by the Department hire charges shall be levied.
11. The Fuel for the lawn movers and maintenance shall be provided by the agency and nothing extra will be paid.
12. All complaints shall be attended to immediately by the agency and any other related job can be entrusted to the contractor and no extra payment will be made for the same.
13. The rate shall be inclusive of handling & spreading the supply items of material like manure, good earth, Pesticides & insecticides urea, Yamuna sand etc complete and nothing extra will be paid
14. The contractor will submit a fortnight report of the machinery, material and men deployed for the work to the work site. The agency should follow strict attendance and alternate arrangements are to be made by the agency whenever any staff does not report on duty.
15. The persons deployed by the agency should well behave. The agency is fully responsible for any mischief done by their staff/manpower.
16. The contractor will ensure that the works will be carried out with utmost professionalism and devotion, and any lacunae will be seriously viewed and may form sufficient ground for termination of the contract. The Contractor will also ensure discipline and welfare of personnel employed on the works.
17. The agency shall employ good and reliable persons with robust health and clean record preferably within the age group of 21 to 60years.
18. The Institute reserve the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the work contract to any other agency at the risk and cost of current agency and excess expenditure, if any incurred on account of this can be recovered from the security deposit or pending bills or by raising a separate claim.
19. No escalation what so ever in respect of material, POL etc., shall be entertained.



20. Wages of Mali, Sr. Mali's and Horticulture supervisor shall be payable as per minimum wages fixed by Government of the National Capital Territory, Delhi. The statutory increase in wages from time to time in Govt of NCT shall be re-imbursed on production of having paid the said increase.

21. Compensation:

If any item of work is not carried out or if the Officer-in-Charge after Inspection found that any item of work has not been carried out satisfactorily a recovery at appropriate rates will be effected from the monthly bill of the Contractor. Also the incomplete / unsatisfactory Portion of work may be got done through other agency at the risk and cost of the contractor.

22. The institute may ask the agency to submit the analysis for the rates quoted in Financial Bid.

23. Staff on duty shall be provided with Identity Card duly endorsed by NIPGR and wear the same on specified dress during working hours.

24. The duty schedule / timing of workers deployed can be changed on any holiday, as per requirement of Institute.

**Consultant Engineer  
NIPGR, New Delhi**

**Seal & Signature  
of Agency**

N L



| Schedule of Quantity  |   |            |      |  |        |     |
|---|---|------------|------|--|--------|-----|
| Name of work : Annual Maintenance of Landscape, Lawns and Gardens etc at NIPGR Campus, New Delhi, |   |            |      |  |        |     |
| S.N.  | Description   | Unit       | Qty  | Rate                                   | Amount | GST |
| 1   | Maintenance of landscape, lawns and gardens, pots-plants, Hedges, Trees , Plants and cleaning of lawn area ,weeding etc as required all around the Campus, New Delhi, and spreading of manure, Good earth urea fertilizer & pesticide and Insecticides as required from time to time and operating lawn movers, water hose pipe and other tools etc.complete as required by providing the following during year 2019-20 |            |      |  |        |     |
| 1   | <b>Workers deployed</b>   |            |      |  |        |     |
| a   | Supervisor ( Skilled)   | Each Month | 12   |  |        |     |
| b   | Sr. Malis(Semi skilled)   | Each Month | 12   |  |        |     |
| c   | Malis( Unskilled)   | Each Month | 12   |  |        |     |
| d   | Administration Charges  | Each Month | 12   |  |        |     |
| e   | EPF@13%   | Each Month | 12   |  |        |     |
| f   | ESIC@4.75%  | Each Month | 12   |  |        |     |
| g   | Bonus to workers@8.33%  | Each Month | 12   |  |        |     |
| 2   | <b>Material &amp; Services</b>  |            |      |  |        |     |
| 2a)   | Uniform & Shoes for workers   | Each Month | 12   |  |        |     |
| 2b)   | Tool & Plant Charges  | Each Month | 12   |  |        |     |
| 2c)   | Over Head & Profit  | Each Month | 12   |  |        |     |
| 3   | <b>OverHeade &amp; Profit</b>   | Each Month | 12   |  |        |     |
|   |   |            |      | <b>Total Amount</b>                    |        |     |
|   |   |            |      | Add GST @18%                           |        |     |
|   |   |            |      | <b>Net Total Amount(PartA)</b>         |        |     |
| 3   | <b>Supply of following Items for Subject Work</b>   |            |      |  |        |     |
| 3a)   | Supply of Cow dung manure   | Cum        | 25   |  |        |     |
| 3b)   | Urea  | Kg         | 250  |  |        |     |
| 3c)   | Good Earth  | Cum        | 120  |  |        |     |
| 3d)   | Pesticides& Insecticides  | Ltrs.      | 30   |  |        |     |
| 3e)   | Yamuna Sand   | Cum        | 30   |  |        |     |
| 3f)   | Supply of empty earthen pots 10" dia  | Each       | 100  |  |        |     |
| 3g)   | Supply of empty earthen pots 12" dia.   | Each       | 100  |  |        |     |
| 3h)   | Paintings of Earthen pots (all sizes)   | Each       | 1000 |  |        |     |
| 3i)   | Seasonal Plants-Rainy ,Winter & Summer Seasons( as per site requirments.)   | One Job    | 3    |  |        |     |
|   |   |            |      | <b>Total Amount</b>                    |        |     |
|   |   |            |      | ADD GST %                              |        |     |
|   |   |            |      | <b>Net Total Amount(PartB)</b>         |        |     |
|   |   |            |      | <b>Grand Total Amount(PartA+PartB)</b> |        |     |
| 4   | Supply of items on as and when required basis)  |            |      |  |        |     |
| a)  | Supply of Cow dung Manure   | Cum        | 100  |  |        |     |
| b)  | Supply of Okhla Manure  | Cum        | 100  |  |        |     |
|   |   |            |      | <b>NOT TO BE FILLED</b>                |        |     |
| <b>Consultant Engineer</b>  |   |            |      | <b>Seal &amp; Sign of Agency</b>       |        |     |

Seal &amp; Sign of Agency