

Government Sunder Nursery Management Trust (GSNMT)

TENDER

FOR

Maintenance of garden features of mounds area, Bird habitat area, peripheral road, water bodies, Batashewala complex, Car parking, bus parking, HTIC gallery block, and other areas at Sunder Nursery

AT

Sunder Nursery – Delhi’s Heritage Park

Last Date & Time for Submission of Sealed Tenders : March 7, 2023 upto 2 pm

Total Number of Pages : 20 (twenty)

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Technical & Commercial Bid

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Government Sunder Nursery Management Trust Sunder Nursery, Nizamuddin, New Delhi 110013

NOTICE INVITING TENDER

GSNMT invites sealed tenders in Two Bid system (Techno – commercial and Financial Bids in two separate covers) from registered and experienced agencies for the Maintenance of garden features of mounds area, bird habitat area, peripheral road, water bodies, batashewala complex, car parking, bus parking, HTIC gallery block, and other areas of Sunder Nursery – Delhi’s Heritage Park located at Nizamuddin, New Delhi 110013.

1.	Name of the Tender	Tender for maintenance of Garden Features-I at Sunder Nursery – Delhi’s Heritage Park, Nizamuddin, New Delhi 110013.
2.	Tender Documents	Tender Documents can be downloaded from the website www.sundernursery.org and alternatively, Tender documents can be collected at the office of Govt. Sunder Nursery Management Trust, New Delhi between 10 am to 4 pm from 23 rd February 2023 to 6 th March 2023.
3.	Last date for submission of tenders	Tuesday, 7th March 2023, up to 02.00 pm. Tenders may be submitted at the office of the GSNMT, Sunder Nursery, Nizamuddin, New Delhi 110013. Alternatively, tenderers may send the tender documents through Speed Post or courier to reach before the last date of submission. The GSNMT will not be responsible for any postal delay in receipt of tender documents.
4.	Date of opening the Technical Bid (Cover – 1)	The Technical bids shall be opened on the 7th of March, 2023 at 03.00 pm. In the event, the specified date of bid opening is declared as a holiday for GSNMT. The bid shall be opened on the next working day at the specified time and location.
5.	Date of opening of Financial bid (Cover – 2)	After evaluating the technical bids on GSNMT Parameters, the financial bids of successful bidders shall be opened on 9th March 2023 at 3 pm or any other date at the discretion of GSNMT as notified, even if bidders are not present. In the event, the specified date of bid opening is declared as a holiday for GSNMT, the bid shall be opened on the next working day at the specified time and location.
6.	Validity of Tender	The tender shall be valid for 90 days from acceptance from the date of opening of the Financial Bid.
7.	Income Tax	The required amount of TDS will be deducted as per the latest Income Tax rules or those modified by the Government from time to time from all payments made to the bidder.
8.	Earnest Money Deposit	Sealed tenders along with an account payee bank draft for Rs.150,000/- (<i>Rupees One Lakh and Fifty Thousand Only</i>) as earnest money in favour of Govt. Sunder Nursery Management Trust, payable in New Delhi, with the name of the work and the name of the tender written on the envelope, will be received at the office of Govt. Sunder Nursery Management Trust. <u>The EMD draft should be enclosed with the Technical bid document.</u> The earnest money shall be returned to the unsuccessful tenderers within a period of 30 (Thirty) days from the date of Tender opening. For the successful tenderer, the earnest money deposit shall form a part of the security deposit. No interest shall be paid on earnest money.
9.	Amount in words	Bidder shall write the amount in numbers and in words. In case of any discrepancy, the amount in words shall be considered as final and binding on both parties.

Note:

1. GSNMT reserves all rights at any time to reject any tender / bid at any stage and/or time fully or partly for whole process and/or for particular contractor and also reserves all rights at any time to add, alter, modify, change, edit & delete any item and/or condition at any stage and/or vary all or any of these terms and conditions or replace fully or partly for whole process and/or for particular contractor or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of GSNMT shall be final and binding on all the participants.
2. GSNMT reserves right to reject any or all tenders / bids and the entire tender process without assigning any reason whatsoever.
3. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the Agency that resorts to canvassing is liable to be rejected.
4. GSNMT or its representatives shall not entertain any bidder during the period of the collecting and submitting of tender documents.
5. GSNMT reserves the right to verify the particulars furnished by the tenderer/ bidder, independently.
6. In no case, the request of the bidder for change or modification in any terms and conditions related to payment shall be entertained.
7. GSNMT reserves the right to modify any condition of Tender documents at any time. GSNMT can also issue a corrigendum to this tender by notifying the same at www.sundernursery.org.
8. GSNMT reserves the right to award the contract in full or in part to one or more bidder/Agency without assigning any reason, whatsoever.
9. GSNMT also reserves the right not to accept the lowest bid.

Section - I
ELIGIBILITY CRITERIA

General Eligibility

This invitation to respond to the Tender is open to such qualified and reputed Agencies which are registered and have their registered office in India. Along with the General Eligibility criteria, the bidder has to satisfy the following criteria:

1. The Bidder shall have its Registered Office, preferably in Delhi/Delhi NCR and in case of the firm/ company having a Registered Office in any other State/Union Territory, it must have its Branch office in Delhi/Delhi NCR.
2. The bidder shall have an experience of the same nature of work/ civil works to the Government Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings or Public Sector Banks or Local Bodies/ Municipalities and must have at least one completed work of Rs.40.00 lakh or two completed work of Rs.20.00 lakh each per annum, in the last three financial years. A copy of the completion certificate of the above-said work must be submitted along with the technical bid.
3. The Bidder shall have a minimum of 3 years' experience of the same nature of work/ civil works.
4. The Bidder shall have the following Registrations and details of the same shall be provided in the Technical Bid:
 - (a) PF Registration
 - (b) ESI Registration
 - (c) GST Registration
 - (d) Valid License, issued by Regional Labour Commissioner, Govt. of India (if applicable)
 - (e) Income tax clearance certificate
 - (f) Copies of contracts already executed and those in hand along with their value
 - (g) Proof of Registration of firm/ Agency along with Proprietary Certificate/ Partnership Deed, Certificate of Incorporation, MOA, AOA as the case may be
 - (h) Profile of the Company/ Agency/ Firm

Section - II
INSTRUCTIONS TO TENDERERS

1.1 The bidder should read each and every clause of Tender documents carefully. One set of Tender Documents consisting of Instructions to Tenderers, General Conditions of Contract, Scope of Work, etc. will be issued to each Bidder. Bidder shall submit the Tender Documents duly signed and stamped on each page of tender along with his bid.

1.2 Bid shall remain valid for 90 days from the date of submission of financial bids.

1.3 Sealed tenders are invited under two bid systems one technical bid and the second financial bid in 2 separate envelopes.

1.4 **CLARIFICATION REQUESTS BY BIDDER**

1.4.1 Although the details presented in this Tender document consisting of conditions of the contract, the scope of, work ,etc., have been defined they may be read carefully before submission of the bid.

1.4.2 If any bidder failed to comply with the eligibility criteria submitted in the technical then the financial bid of the said agency shall not be opened.

2. **DOCUMENTS COMPRISING THE BID**

2.1 GSNMT intends to fully evaluate the Technical and Commercial Submissions.

2.2 Bidder is advised to furnish the complete and correct information required for evaluation of his Bid. If the information/ documentation forming the basis of evaluation is found incomplete/ incorrect, the same may be considered an adequate ground for rejection of the bid.

2.3 Bidder shall arrange his bid in the following order:

D) PART-I TECHNICAL PART (BID)

The documents submitted in the technical bid shall be arranged in the following order:

a) Submission of Declaration letter along with Tender documents.

b) Power of Attorney in favor of the authorized signatory of the Bidder.

c) Organization details

- In the case of a proprietorship firm, the name and address of the proprietor and an attested copy of the 'Certificate of registration of firm.'
- In the case of Bidder is a partnership firm, an attested copy of the partnership deed.
- In the case of the company (whether private or public), an attested copy of the 'Certificate of Incorporation together with an attested Memorandum/ Articles of Association, along with a certified copy of the Board Resolution for the decision of the company to participate in bids.

- d) **Composition of the Agency** – Full particulars (whether the contractor is an individual, or a partnership firm, or a company etc) of the composition of the Agency in detail should be submitted along with the name(s) and address(es) of the partners/copy of the Articles of Association/Power of Attorney/any other relevant document.
- e) **Work experience during the specified period**
Copies of the detailed work orders indicating the date of award, value of awarded work should be enclosed for the running contract and copy of completion certificate for completed works with complete contract details.
- f) **Name(s) & Address(s) of the bankers of the Tenderer and their contact details.**
- g) Conditional bid shall not be accepted.

II) PART-II PRICED FINANCIAL PART (PRICE BID)

- a) Priced-financial Part shall be submitted duly filled in.
- b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. GSNMT shall not take cognizance of any such statement and may at their discretion reject such price bids.

3.0 SUBMISSION OF BID

3.1 SUBMISSION IN TWO SEPARATE ENVELOPS

- 3.1.1 Technical and Financial parts must be submitted in separate sealed envelopes clearly mentioned as “**Technical Bid**” and “**Financial Bid**,” and both the sealed envelopes to be put into another envelope and it should be superscribed as “**Tender for Maintenance of garden features of mounds area, bird habitat area, peripheral road, water bodies, batashewala complex, car parking, bus parking, HTIC gallery block, and other areas of Sunder Nursery – Delhi’s Heritage Park located at Nizamuddin, New Delhi 110013.**”

I) PART-I TECHNICAL PART

- a) This part shall contain Technical Bid. This envelope shall comprise of the signed copy of the Tender documents, addendum (if any), and the information listed for submission in Part -I under Para 2.3 (I) above. Techno-commercial bid disclosing prices shall be summarily rejected.
- b) The envelope shall have the following information clearly written on the outside of the envelope, failing which GSNMT will assume no responsibility for the misplacement or premature opening of the bid.

Part-I Technical Part

“Tender for Maintenance of garden features of mounds area, bird habitat area, peripheral road, water bodies, batashewala complex, car parking, bus parking, HTIC gallery block, and other areas of Sunder Nursery – Delhi’s Heritage Park located at Nizamuddin, New Delhi 110013.”

Due date & time of Opening: _____
From: Address of Bidder: _____

II) PART-II SEALED PRICED FINANCIAL PART

- a) This part of the bid shall contain the Schedule of Rates, duly filled in all respects and other information specifically requested for submission in price part under Para 2.3 (II) above. The envelope shall have the following information clearly written on outside of the envelope, failing which GSNMT will assume no responsibility for the misplacement or premature opening of the bid.

Part-II Financial/Price Part

“Tender for Maintenance of garden features of mounds area, bird habitat area, peripheral road, water bodies, batashewala complex, car parking, bus parking, HTIC gallery block, and other areas of Sunder Nursery – Delhi’s Heritage Park located at Nizamuddin, New Delhi 110013.”

Name and Address of Bidder: _____

3.2 Address to which bids are to be sent (Post/Courier/Hand /etc.)

**Manager Operations
Govt Sunder Nursery Management Trust
Sunder Nursery,
Nizamuddin,
New Delhi 110013**

Bid received after the time and date fixed for receipt of bid is liable for rejection. In case of incomplete submissions, GSNMT shall not be under any obligation to give the bidder an opportunity to make good such deficiencies and GSNMT may at its discretion treat such bids as incomplete and not consider them for further evaluation. Incomplete Tenders will be rejected summarily.

3.3 SIGNING OF TENDER

The Tender shall contain the name, place of business and other prescribed details of the person(s) making the Tender and shall be sent by the Tenderer under his signature. Partnership firms shall furnish full names of all the partners and shall annex a copy of the Partnership Deed with the Tender. It shall be signed in the partnership name by all the partners or by duly authorised representative followed by the name and designation of the person signing. Tender by body corporate shall be signed in the name of body corporate by a person duly authorised to do so. All the pages/documents of the Tender should bear the signature of the tenderer with date. All the entries by the tenderer should be in one ink & legibly written. Any over-writing, corrections & cuttings should bear the dated initials of the tenderer. Corrections should be made by writing again instead of shaping or overwriting.

Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words shall be taken as final.

3.4 TECHNO-COMMERCIAL DISCUSSIONS

Techno-commercial discussions with bidder shall be arranged, if needed.

4. AWARD OF WORK

4.1 The bidder whose bid is accepted by GSNMT shall be issued Letter of Intent (LOI).

Bidder shall confirm acceptance by returning a signed copy of the LOI. The successful bidder shall be required to execute a formal agreement in accordance with the 'Proforma of Articles of Agreement' within 7 days of receipt of LOI/Detailed Letter of Award.

Contract Documents to be signed between GSNMT & selected bidder shall consist of the following:

- a) Agreement
- b) Letter of Intent/ Detailed letter of award
- c) Original Tender document
- d) Addendum / Corrigendum issued to bidder, if any.

Section – III
SCOPE OF WORK

The scope of work for Horticulture maintenance is indicated below:

Complete job for maintenance of garden features (trees, shrubs, ground covers, grasses, lawn etc.), including cultural operations moving of lawn, watering, manuring, hoeing, weeding, sowing of seeds, cuttings, transplanting, cleaning of grasses, disposal of rubbish of the total garden area 27 acres.

Note: If the garden features are not being maintained with the required standard, the deduction shall be made as per the direction of the Horticulture-in-Charge.

A. General Specifications:

Site Details	Sunder Nursery – Delhi’s Heritage Park
Sunder Nursery, Nizamuddin	Horticulture In-Charges + 91 11 21420556, 40700700

All the Staff deputed at the site should be insured for any accident. Service Providers will take full care in terms of the safety and security of their employees, and GSNMT will not be responsible for any untoward incident during any activity carried out at the site.

Section - IV
GENERAL CONDITIONS OF THE CONTRACT

1. **SCOPE OF SERVICES**

Scope of Services as detailed in Scope of Work (Section-III).

2. Payslips to be provided clearly mentioning all the details on a monthly basis to each of the personnel.

3. The Agency shall provide weekly off/holidays as per relevant laws to its personnel so deployed at the Premises, however, at the same time it shall be the responsibility of the Agency to ensure uninterrupted services on all days including holidays. However, in the event of any personnel being on leave/absent, the Agency shall ensure suitable alternative arrangements to make up for the such absence.

4. **PRICE**

The prices as quoted shall be valid for full contract period. However, for the purpose of payment to the successful bidder, **minimum wages will be taken as the rates prevailing in the concerned month as notified by the Governments of NCT** from time to time, notwithstanding the rates mentioned in the Financial Bid. The amounts of statutory contributions e.g. PF, ESI will also be suitably computed as per prevailing rates and the Contractor will be paid minimum wages, PF and ESI at enhanced rates. No claim for escalation of Service charges shall be entertained.

5. **PAYMENT TERMS**

The payment would be made on a monthly basis. The Agency to whom the Contract is assigned shall forward its monthly bill so as to reach the GSNMT latest by 3rd day of each succeeding month. Payment of the Bills shall be made after scrutiny/verification, by the 10th day of the every month in respect of the services rendered in the preceding month. TDS will be deducted as per the prevailing rate.

6. The Agency shall render the Services as per the Scope of Work in terms of the quality standards as per the terms of the tender. The quality of service shall be outstanding and any deviation on account of quality of services shall give right to GSNMT to terminate the contract. In case the agency to whom the contract has been awarded fails to execute the job as per the terms and conditions of the contract, work will be got executed through other agency at the agency's risk and cost.

The GSNMT reserves the right to appoint an alternate source/agency by giving due caution notice and levying a penalty as deemed appropriate in this regard.

7. **PERIOD OF CONTRACT**

The contract shall be valid w.e.f. 13th March 2023 to 31st March 2025. GSNMT will evaluate the performance of services of the Agency. If the services are found satisfactory, the GSNMT reserves the right to extend the contract for another one or two years on the terms as may be mutually agreed. The parties may, if so desire, extend or renew the contract on such terms and conditions as mutually agreed by the parties.

8. **ASSIGNMENT**

The Agency shall not assign/ sublet the work or any part thereof except with the prior written consent of the GSNMT. Such consent even if provided shall not relieve the Agency from any liability or any obligation under the contract.

9. **TERMINATION OF CONTRACT**

- 9.1 GSNMT has the right to terminate the Contract, without assigning any reason, by giving a one-month notice to the Agency in writing.
- 9.2 In case Agency want to terminate the contract, they need to provide 1 (one) month's notice to GSNMT in writing. Moreover, the EMD/ Security deposit amount will be forfeited in full.
- 9.3 In addition to any other rights or remedy available to GSNMT, the GSNMT may terminate the contract, at its option in whole or part, by giving a month's notice in writing in case of any of the following violations by the Agency if the violations are not remedied in the notice period to the satisfaction of the GSNMT.
- (A) the Agency refuses to render all or any of the **Services** which the Agency is required to render under the Contract, or refuse to render the same within the time or in the manner or otherwise according to the Contract;
 - (B) the Agency becomes incapable of or unable to perform the Contract;
 - (C) death of the Proprietor or dissolution of the Agency or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Agency.
 - (D) distress execution or other legal process being levied on or upon any of the Agency's assets.
 - (E) the Agency or any person employed by him made an offer for any purpose in connection with the Contract by way of any gift, gratuity, royalty, commission, gratification, or another inducement (whether in money or any other form) to any employee or agent of the GSNMT. The decision of the GSNMT as to whether any of the event/ contingencies mentioned above has occurred shall be final and binding upon the Agency.
 - (F) Agency assigns or sub-lets the work under the contract without prior written permission from the GSNMT.
- 9.4 Upon termination of the contract in whole or in part, the Agency shall be entitled only to receive payment by the Contract for the **Services** rendered under the contract till the date of termination of the contract and shall not be entitled to any other payment or compensation.

10. **FORCE MAJEURE**

- 10.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed under the Contract by such party, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The cost and loss sustained by either party shall be borne by the respective parties.
- 10.2 The term 'Force Majeure' as employed herein shall mean Acts of God, like fire, earthquake, flood, sabotage, and other irresistible cause like war, revolt, or riot which are beyond the control of either party. However, strike, lockout & other labour or student unrest will not constitute 'force majeure' for the purpose of this contract in respect to obligations of Agency.

- 10.3 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation(s) suspended by the force majeure shall stand extended by the period during which such cause lasts.
- 10.4 If the rendering of services is suspended by force majeure conditions applicable to the Agency lasting for an aggregate period of more than 1 (one) month, the GSNMT shall have the option of cancelling the contract in whole or in part or re-negotiate the contract provisions.
11. The persons engaged by the Agency shall be the employees of the Agency and in no circumstances shall be entitled to claim the relationship of employer-employee with the GSNMT.
12. In case the GSNMT is being made a party to any litigation by the employee of the Agency for any reason whatsoever, the Agency shall bear/indemnify any cost incurred by the GSNMT.
13. **INSURANCE AND SAFETY**
The agency will ensure that all staff deployed in the GSNMT's site are duly covered under applicable Insurance policies. Strict safety measures shall be observed by the Security Agency till the completion of the assignment. The agency shall bear all the expenses for the treatment and care of any injured worker(s) as per the prevailing laws. The same rules are applicable in case of the death of any worker (s).
14. **INDEMNITY**
The Agency shall at all times indemnify the GSNMT and shall keep it indemnified from and against any claim, loss, damage, action, proceedings, costs, charges, and expenses that may be suffered or incurred by the GSNMT on account of any misrepresentation or material breach of any representation made by the Agency or the terms and conditions herein contained or on account of any default or breach or violation or non-observance or non-performance of any applicable law, statute, rule, regulation, directive or guidelines by Agency or any of its employees or representatives or agents in relation to the contract and attributable to Agency.
15. **BLACKLISTING**
Without prejudices to the other rights, the GSNMT reserves the right to blacklist the Agency in case the Agency commits a breach of any terms and conditions of the contract and such blacklisting shall be for the period as decided by the GSNMT.
16. **ARBITRATION CLAUSE**
That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions of the tender document or the agreement arising thereunder, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996, and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceeding shall be English. The arbitral award shall be final and binding upon both parties. All Arbitral Awards shall be in writing and shall state the reasons therefor. The cost of the Arbitration shall be borne by both parties equally.

17. **GOVERNING LAW AND SETTLEMENT OF DISPUTES**

This Contract shall be construed and interpreted in accordance with Indian laws. The courts at New Delhi shall have exclusive jurisdiction to adjudicate on any matter arising out of or incidental to this Contract.

18. **AMENDMENT TO CONTRACT**

The contract shall not be deemed or understood to have been amended unless amended by a document signed by an authorized representative of each of the parties to the Contract.

19. **COMPLIANCE WITH LAWS**

The Agency shall at its own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, rules, regulations, and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any government, government agency or department, municipal board or any other government or regulatory body etc. and shall provide all certificates of compliance therewith as may be required by such applicable laws, by-laws, rules, regulations, and orders etc. The Agency shall assume full responsibility for the discharge of all statutory obligations such as wages, Leave Salary/Leave Encashment, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in the Premises. The GSNMT shall have no liability in regard thereto. In particular, the Agency shall ensure compliance with the following and their re-enactments/amendments:

The Payment of Wages Act 1936

The Employees Provident Fund Act, 1952

The Contract Labour (Regulation and Abolition) Act, 1970

The Payment of Bonus Act, 1965

The Payment of Gratuity Act, 1972

The Employees State Insurance Act, 1948

The Child Labour (Prohibition and Regulation) Act, 1986

The Minimum Wages Act, 1948

INFORMATION ABOUT TENDERER

1. Name of Tenderer :
2. Address with contact details & email etc. :
 - (a) Head Office :

 - (b) Branch Office :

3. Details of the firm/agency/company :
(whether proprietorship/ partnership/ pvt ltd company/ ltd company etc.)
Please provide relevant documents like M&A, Partnership Deed Registration No./ proprietorship etc.
4. Has your concern changed its name at any time? If so, when and the reasons thereof. :
5. Date of commencement of Business :
6. No. of manpower at roll :
7. GST Registration No. :
(Attach copy of above)
8. Details of registration with statutory authorities
 - (a) PF No. :
 - (b) ESI No. :
9. Income tax assessment certificate for the last three financial years i.e. 2019-20, 2020-21 and 2021-22. :

10. Details of places where services are being provided to Govt./ Public Sector Undertakings/ Educational Institutions /Public Limited co./Public Places in the last three years.

Organisation	Nature of Job	Value	Area covered	Manpower deployed	Contact Person at such organization with Tel. No. and his designation

11. Furnish details of work orders/ : a)
performance certificates clearly mentioning
the value of work (attach copies also)

b)

12. Details of infrastructure :

13. Name & address of Principal Bankers :

14. Any other relevant information :

Signature of the tenderer(s)

Name and Designation of authorised person
signing the tender on behalf of the tenderer(s) with Rubber Stamp.

Full Name and address of the tenderer(s).

Declaration Letter from the Contractor

Reference No: _____

Date: _____

From:

Sub: "Tender for Maintenance of garden features of mounds area, bird habitat area, peripheral road, water bodies, batashewala complex, car parking, bus parking, HTIC gallery block, and other areas of Sunder Nursery – Delhi's Heritage Park located at Nizamuddin, New Delhi 110013."

Dear Sir,

Having examined the Tender Documents for **Tender for Maintenance of garden features of the mounds area, bird habitat area, peripheral road, water bodies, batashewala complex, car parking, bus parking, HTIC gallery block, and other areas of Sunder Nursery – Delhi's Heritage Park located at Nizamuddin, New Delhi 110013** comprising of Notice Inviting Tenders, Instructions to Tenderer(s), General Conditions, Scope of Work, etc., (hereinafter called the '**Tender Documents**') and having understood the provisions of the said tender documents, I/We hereby submit my/our offer to you in accordance with the terms and conditions and within the time mentioned in the Tender Documents at a price quoted by me/us in the Financial Bid Form being submitted separately duly signed in a sealed cover as required along with Commercial and Technical bid in soft copy. I/We have enclosed with this tender duly signed the following documents, namely:

1. Instructions to Tenderer(s)
2. Scope of Work
3. General Conditions
4. Information about the Tender
4. Price offered Part i.e., Financial Bid
5. Other documents as required

I/We hereby undertake that the statements made herein and the information given by us are true in all respect and that in the event of any such statement or information is found to be incorrect in respect of any of particulars, the same may be construed to be a misrepresentation entitling the GSNMT to avoid any resultant contract/terminate the contract and I/we will compensate the GSNMT for any loss/damage caused due to such misrepresentation and the GSNMT may also, at its discretion may blacklist the tenderer.

We further note that GSNMT can amend/alter/ modify the conditions at its discretion.

- (ii) We also agree that GSNMT reserves the right to cancel the entire process of tender without assigning any reason.

Yours faithfully,

Signature of the tenderer(s)

Name and Designation of authorised person
signing the tender on behalf of the tenderer(s) with a Rubber Stamp.

Full Name and address of the tenderer(s).

**FINANCIAL BID
(Part-II)**

Name of work: Maintenance of garden features of mounds area, Bird habitat area, peripheral road, water bodies, Batashewala complex, Car parking, bus parking, HTIC Gallery block, and other areas of Sunder Nursery – Delhi’s Heritage Park located at Nizamuddin, New Delhi 110013.

Schedule of Rates

Rates are to be provided strictly in the following format; not following this format will lead to the cancellation of the tender:

S.No.	Description of work	Qty.	Unit	Rate	Amount
1.	Complete job for maintenance of garden features i/c lawns, trees, shrubs, ground covers, hedges, creepers, flower beds, vegetable areas, plants in water bodies, etc at all the levels of the area. Planting of annual seeding, cutting of hedges, including cultural operations like moving of lawn, watering, manuring, weeding, propagation sowing of seed, cuttings, transplanting, cleaning of grasses, disposal of rubbish including segregation of garden waste and cutting in shredder machine, etc of the garden area – 27 acres upto a required standard as per direction of Horticulture-in-Charge.	One Job	Per month		

Special terms and conditions:

1. The quoted rates should be inclusive of the provident fund, ESI contribution, bonus, and all other taxes.
2. Periodical increase in minimum wages shall be paid separately by the agency, which shall be reimbursed to the agency in accordance with Government notification, and nothing extra shall be paid over the amount.
3. All T&P required at the site, including power lawn mower, bush cutter, etc. shall be arranged by the contractor at his own cost as per requirement at the site.
4. Petrol, diesel, and lubricant required for operating the machinery shall be arranged by the contractor at his own cost.
5. Water shall be provided by the dept. through water hydrants, a further arrangement like R.H. pipe, rickshaw, trolley, etc. shall be arranged by the contractor.
6. The material like manure, earth, pesticides, etc. required for maintenance of garden features shall be provided by the department.

7. All statutory liabilities of laborers/workmen deployed at the site shall be taken care of by the contractor.
8. The contractor shall deploy a minimum supervisor (semi-skilled) – 2 nos, and Mali (unskilled) – 26 nos, for 26 days in a month.
9. The working hours of labourers/ Mali deployed at site shall be from 8 am to 5 pm (8 working hours).
10. No worker shall be allowed to stay at the working site after duty hours.
11. The number of manpower required shown above is indicative and actual nos. may vary as per site requirement.
13. The contractor shall not employ any minor person aged below 18 years. The contractor shall comply with all statutory provisions regarding minimum wages and other laws as applicable from time to time.
14. Payment shall be released only after submitting the proof of payment of wages to the workmen and deposit of all other statutory liabilities like P.F, E.S.I. etc. by the contractor.
15. Any incident/mishap of the contractor's workmen shall be the contractor's responsibility.
16. The garden features should be maintained up to a required standard as per the direction of the Horticulture-in-Charge.
17. If the agency failed to provide the required no. of manpower/ supervisor on any particular day, then the deduction shall be made in the monthly bill as per prevailing minimum wages during the period.

The Price Bid should be on the agency/ company/ firm letterhead and submitted in a separate sealed envelope.

Signature of the tenderer(s)

Name and Designation of authorized person
signing the tender on behalf of the tenderer(s) with a Rubber Stamp.

Full Name and address of the tenderer(s).