

# **Directorate General of Civil Aviation**

**NOTICE INVITING TENDER FOR**  
**ANNUAL MAINTENANCE CONTRACT FOR**  
**HORTICULTURE WORK**

**at**

**DGCA, Opp. Safdarjung Airport,**  
**Aurobindo Marg, New Delhi**

**&**

**Central Examination Organisation,**  
**R.K. Puram, New Delhi**

**F.No.D-13021/01/2014-General**  
**Government of India**  
**Directorate General of Civil Aviation**

Opposite Safdarjung Airport,  
Aurobindo Marg, New Delhi-110003  
Dated:-25.10.2016

To,

**Subject: - e-Tender for outsourcing of Horticulture Maintenance Work (05nos Gardener and 01no Labour)**

<b>Critical Dates and Information</b>		
<b>S. No.</b>	<b>Description</b>	<b>Dates</b>
<b>1</b>	Notice Inviting Tender Start Date	25.10.2016 at 04.15pm
<b>2</b>	Document Download Start Date and Time	25.10.2016 at 04.30pm
<b>3</b>	Pre-bid conference Date and Time	03.11.2016 at 03.00pm
<b>4</b>	Pre-bid conference Place	Conference Room, DGCA
<b>5</b>	Bid Submission Start Date and Time	04.11.2016 at 05.00pm
<b>6</b>	Bid Submission End Date and Time	16.11.2016 at 01.00pm
<b>7</b>	Tender (Technical Bid) Opening Date and Time	17.11.2016 at 11.30am
<b>8</b>	Tentative Contract Period	One year
<b>9</b>	Purchaser of Services	Directorate General of Civil Aviation
<b>10</b>	EMD money	Rs.30,000/-
<b>11</b>	EMD money Instrument	Demand Draft from any scheduled commercial bank or nationalized bank

**Note:-**

1. E-Tender are invited under two bid systems i.e. Technical and Financial Bid annual maintenance contract for horticulture work (05nos Gardener & 01no Labour) in the office of Director General of Civil Aviation, New Delhi for a period of One Year from the date of contract.
2. The bids should be submitted online in the prescribed format through e-procurement website <http://eprocure.gov.in/eprocure/app>. Interested bidders may quote the rate as per prescribed financial bid.

3. If at any stage it is found that any of the details / documents furnished by the bidder are false/ misleading/fabricated, he/she would be liable to legal action and forfeiture of the Earnest money deposit. Also, any bid with NIL/N.A./BLANK/ZERO service charge will summarily be rejected.

4. ***Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://eprocure.gov.in/eprocure/app>.***

**Sd/-  
Deputy Director of Administration,  
For Directorate General of Civil Aviation**

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Deputy Director of Administration,  
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## **(I) Instructions for Online Bid Submission:**

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: <http://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” 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 / TCS / nCode / eMudhra 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**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidders may refer to 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.
- 3) 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 / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) 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, annual reports, auditor certificates 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, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 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 openers public keys.
- 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 (ie 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.
- 11) Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 12) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 13) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 14) The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).

## **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.

## **(II) INSTRUCTIONS TO BIDDERS**

### **1. GENERAL:-**

The present tender is being invited for Annual Maintenance Contract for Horticulture Work under which the contractor shall provide uniformed and trained personnel and will use its best endeavors to provide horticulture work and staff as specified in the SCOPE OF WORK in DGCA premises.

### **2. ELIGIBILITY/QUALIFICATION OF BIDDERS:-**

**2.1.** The bidder should have the experience of completion of similar works in any of the Central Government/State Government/ Ministry or Departments/Autonomous Body/Public Sector Undertakings of the Government of India.

**2.2.** The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

**2.3.** The bidder has to specify following details as well:-

**2.3.1.** Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

**2.3.2.** Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

**2.3.3.** Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

**2.4.** The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

**2.5.** Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.

**2.6.** Bidder must submit ONLINE copies of all documents required, duly self-attested, along with technical bid of the tender.

**2.7.** Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the DGCA subsequently finds to the contrary, the DGCA reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

**2.8.** Canvassing or offer of an advantage or any other inducement by any person with a

view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

### **3. ONE BID PER BIDDER:-**

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

### **4. COST OF BID:-**

The bidder shall bear all costs associated with the preparation and submission of his bid and the DGCA will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

### **5. VISIT TO DGCA:-**

The bidder is required to provide horticulture maintenance work to DGCA and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. However, submission of bid shall be deemed to imply that the bidder has made himself completely aware of the requirements and operational conditions.

### **6. TENDER DOCUMENTS:-**

#### **6.1. Contents of Tender Documents.**

**6.1.1.** The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of:

- (a) Notice of Invitation of Tender
- (b) Terms and Conditions
- (c) Instructions to bidder
- (d) Scope of Work (SoW)
- (e) Annexure (1 to 10) including Technical Bid and Financial Bid

**6.1.2** The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

**6.1.3** The bidder shall not make or cause to be made any alteration, erasure or

obliteration to the text of the Tender document.

## **6.2. PRE-BID CONFERENCE:-**

If any bidder has any doubt about the meaning of anything contained in the Tender document, he/she shall seek clarification in pre-bid conference at Conference hall, DGCA which will be held as per the schedule of the tender notice. Any such clarification, together with all details on which clarification had been sought, will also become the addendum to the existing tender document and it will form part and parcel of the original tender document and which, in turn, will be published on e-tendering portal (central public procurement portal). All communications between the bidder and DGCA shall be carried out in writing.

## **6.3. CLARIFICATION OF TENDER DOCUMENT**

**6.3.1.**The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Section Officer, General Section, DGCA.

**6.3.2.**Except for any such written clarification by DGCA, which is expressly stated to be an addendum to the tender document issued by the General Section of DGCA, no written or oral communication, presentation or explanation by any other employee of DGCA shall be taken to be part of conditions of tender and shall not bind DGCA or fetter the DGCA under the contract.

**6.3.3.**Any bid of the bidder is liable to be rejected, summarily if the proposed bid is found to be deviated from the terms and conditions mentioned in the notice inviting tender.

## **7. PREPARATION OF BIDS**

### **7.1. Language**

Bids and all accompanying document shall be in English OR in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### **7.2. Documents Comprising the Bid**

Tender document issued for the purposes of tendering as described in Clause 6.1 and any amendments issued shall be deemed as incorporated in the Bid.

**7.2.1.**The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid online.

**7.2.2.**One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

**7.2.3.**The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.30,000/-(Rupees Thirty Thousand only) (equivalent to 2% of the approximate tender value)** in the form of an Account Payee Demand Draft in favor of **PAO, DGCA, MCA** payable at NEW DELHI along with the Tender document. The EMD money will remain valid till the time the bid is valid. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.

### **7.3. BID PRICES:-**

Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Horticulture maintenance work at DGCA, Opp Safdarjung Airport. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

**7.3.1.**The rates quoted by the bidder should have wage structure as specified in the financial bid annexed in the tender document.

**7.3.2.**Conditional bids/offers will summarily be rejected. Also, the bids which are not conforming to terms and conditions of the tender document are liable for rejection out rightly.

**7.3.3.**In case of revision of minimum wages, bidder has to pay its employees employed at DGCA premises as per the latest minimum wages circular issued by Government of NCT Delhi. However, bidder will be solely responsible for claiming the revised due from DGCA in accordance with the revised minimum wages circular issued by Government of NCT Delhi.

**7.3.4.**Any bid with zero/NIL/N.A./blank service charge will be rejected summarily and DGCA will not be held responsible, whatsoever, for any clarification on rejection of bid.

### **7.4. CURRENCIES OF BID AND PAYMENT-**

**7.4.1.**The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

### **7.5. DURATION OF CONTRACT:-**

The contract will be valid initially for ONE YEAR and DGCA reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for a period not more than another ONE YEAR.

## **7.6. EMD money:-**

**7.6.1.**The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.30,000/- (Rupees Thirty Thousand only) (equivalent to 2% of the approximate tender value)** in the form of an Account Payee Demand Draft in favor of **PAO, DGCA, MCA** payable at NEW DELHI along with the Tender document. The EMD money will remain valid till the time the bid is valid. EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.

**7.6.2.**Any bid not accompanied by EMD money shall be rejected.

**7.6.3.**EMD money so deposited shall not carry any interest.

**7.6.4.**EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.

**7.6.5.**EMD money of the successful bidder shall be returned on receipt of **Performance Security** in the form bank of demand draft of **Rs.1,50,000/- (Rupees One Lac Fifty Thousand Only) which is equivalent to 10% of the total tender value** in the favor of "**PAO, DGCA, MCA** payable at NEW DELHI".

**7.6.6.**Successful bidder is solely responsible to furnish the proof of performance security in the form bank of demand draft of **Rs.1,50,000/- (Rupees One Lac Fifty Thousand Only) which is equivalent to 10% of the total tender value**. However, any deviation during the tender by successful bidder, the performance security will be forfeited.

**7.6.7.**EMD money shall be forfeited if the bidder withdraws his bid during the period of Tender validity. However, the bids will be valid for a period of 90 days from the opening of the bids.

**7.6.8.**Successful bidder has to take charge of the services within a period which cannot be more than 45 days from the date of issue of award letter. However, the date of taking charge of services will be intimated to the successful bidder. Also, successful bidder has to furnish the acceptance of the award letter issued to him/her within 15 days from date of issue of award letter.

**7.6.9.**EMD money shall be forfeited if the successful bidder refuses to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the DGCA.

**7.6.10.**DGCA will be not held responsible to pay any interest, whatsoever, on EMD money and performance security.

## **7.7. FORMAT AND SIGNING OF BID:-**

**7.7.1.**The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

**7.7.2.**The documents comprising the bid shall be printed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

**7.7.3.**The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by DGCA, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

## **7.8. SUBMISSION OF BIDS:-**

**7.8.1.**The bidder shall submit the Technical Bid and the Financial Bid online on central public procurement portal.

**7.8.2.**The submission of bids will imply that bidder has acquainted himself with the operational conditions of DGCA and has acquainted with terms and conditions of tender document, notice inviting tender, addendum, and corrigendum, if any.

**7.8.3.**The bid should be submitted online in two packets only :-

### **a) Technical Bid**

**1)** Scanned copy of EMD.

**2)** Self attested scan copy of PAN No. card of firm under Income Tax Act, Service Tax Registration Number, Valid Registration No. of the Agency/Firm.

**3)** Self attested scan copy of valid Employee Provident Fund Registration Number, valid ESI Registration Number.

**4)** Scanned and signed copy of Annual turnover supported by audited Balance Sheet.

**5)** Scanned copy of proof of experience supported by documents from the concerned organizations

**6)** Signed & scanned copy of Annexure 1,2,3,4,6.

**7)** Scanned & signed copy of any other documents mentioned in Annexure-1 (other than Sl. No. 1-6)



## **b) Financial Bid**

### **1) Price Bid**

**7.8.4.**The financial Bid should be submitted online and only highlighted fields must be filled and no values must be entered in the fields other than highlighted fields.

**7.8.5.**The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

### **8. Late and Delayed Tenders:-**

**8.1.** Bids must be submitted in the portal of central public procurement portal well before the last date of submission of bid. DGCA may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of DGCA and the Bidder will be the same.

**8.2.** Any error occurred at the time of submission of the bids, as stipulated above, shall not be the responsibility of DGCA and any incomplete bid in any form will summarily be rejected.

### **9. BID OPENING AND EVALUATION:-**

#### **9.1. BID OPENING**

**9.1.1.**The authorized representatives of the DGCA will open the Technical Bids. However, any bidder wishes to attend can do so without giving any prior intimation and also, if any bidder(s) fail to attend, DGCA is not responsible for this whatsoever.

**9.1.2.**The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

**9.1.3.**Conditional bids will also be summarily rejected.

#### **9.2. RIGHT TO ACCEPT/REJECT BIDS:-**

**9.2.1.**Normally, the tender will be awarded to the lowest bidder. However, DGCA is not bound to follow this in any situation whatsoever. Also, DGCA is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

**9.2.2.**DGCA may terminate the contract or cancel the award letter if it is found that the contractor is black listed on previous occasions by the any of the Central or State Government/Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

**9.2.3.**Also, contractor has to submit an undertaking stated in a prescribed format as mentioned.

**9.2.4.**DGCA may cancel the award of contract in the event of the successful bidder fails to furnish the Performance Security or fails to execute the agreement within the time specified.

### **9.3. BID EVALUATION**

**9.3.1.**Financial bid will be evaluated on the basis of the total tender value.

**9.3.2.**In case of tie, the decision to award the contract lies with the bid evaluation committee appointed by DGCA for evaluation of bids.

### **10. Award of Contract:-**

**10.1.** DGCA will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

**10.2.** DGCA will communicate the successful bidder by mail and fax provided and will be confirmed by letter sent to successful bidder by registered post/speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Award of Contract (AoC)" shall prescribe the duration of contract and the amount which DGCA will pay to the contractor in consideration of the execution of services by the contractor as prescribed in the contract.

**10.3.** The successful bidder will be required to execute an agreement in the form specified in Annexure-E within a period of 30 days from the date of issue of Award of Contract.

**10.4.** The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Award of Contract (AoC)" for an amount of **Rs.1,50,000/- (Rupees One Lac Fifty Only)** Bank Guarantee from any scheduled commercial bank or nationalized bank in an acceptable form (Annexure-F) in favor of **PAO, DGCA, MCA** payable at NEW DELHI. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

**10.5.** Failure of the successful bidder to comply with the requirements of any clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of EMD money.

**Note:** - The terms vendor or contractor are to be understood as Bidder in this whole document

### **(III) TERMS AND CONDITIONS**

1. The manpower engaged should be trained. It will be the sole responsibility of the contractor that the men engaged are trained and the DGCA will not be liable for any mishap, directly or indirectly.
2. All the consumables and disposables required for horticulture maintenance work are to be procured by the contractor. All consumables and disposables should be eco-friendly.
3. Mechanized equipments, wherever required if any, will be provided by the contractor. No additional cost may be given to the contractors.
4. The Department reserves the right to cancel or reject all or any of the tender without assigning any reason.

#### **5. Penalty Clause**

- (a) Any damage or loss caused by contractor's persons to DGCA in whatever form would be recovered from the contractor and in case of severe damages as decided by Head of DGCA to the property of DGCA will be liable to be recovered from contractor and no ceiling will be observed in levying the penalty in such cases.
  - (b) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty of Rs.800/- per person absent per day shall be levied by DGCA and the same shall be deducted from the contractor's bills.
  - (c) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in clause 5b shall be levied.
  - (d) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Department reserves the right to impose the penalty as per clause 5b.
6. DGCA shall have the right, within reasonable and legitimate directions but not limited to conditions like not behaving courteously, maintain decorum etc., to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to DGCA.
  7. DGCA shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.
  8. The selected bidder should be registered with the concerned authorities of

Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act. (Wherever applicable).

**9.** The person deployed for the job must be trustworthy, skilled, trained and of good character employees of the approved vendor for all purposes and DGCA shall have no liability regarding any matter concerning to their salaries, other payments, welfare, uniform etc. Hence the staff of the vendor will have no right to claim on DGCA in any respect, of employment or any legal compensation in case of any injury, disability or death, while on duty in DGCA as part of this service/job contract. Hence, all liabilities arising out of accident or death while on duty shall be borne by the contractor.

**10.** The person so provided should be on the permanent roll of the company and their antecedents should be pre-verified by the Police authorities. An attested copy of the antecedents/police verification of each person shall be submitted to DGCA before deployment for work.

**11.** Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for any consideration whatsoever or otherwise either directly or indirectly within the contract period, except for and on behalf of the Contractor.

**12.** The contractor shall deploy his personnel only after obtaining DGCA approval duly submitting curriculum vitae (CV) of these personnel, DGCA shall be informed at least one week in advance and contractor shall be required to obtain DGCA's approval for all such changes along with their CVs.

**13.** The staff engaged by the contractor shall not accept any gratitude or reward in any shape whatsoever.

**14.** The Vendor shall at his own cost comply with all the statutory provisions, laws, rules, orders, notifications, etc. whether issued by Central or State or Local Government as applicable to him and to this contract from time to time while discharging his responsibilities under this contract and indemnify the Department against any loss which accrues to the Department directly or indirectly on account of commission/ omission of his responsibilities under this contract.

**15.** The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost in Delhi to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

**16.** The contractor shall engage the men/women whose age shall be between 18-50 years. Employment of child labour will lead to the termination of the contract, without any notice at the costs, risks and responsibilities of the vendor.

**17.** The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting

and such other additional staff as may be required for additional area for which prior information have been given.

**18.** The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of DGCA. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, if any, should be shown. The Contractor has to given an undertaking (on the format), duly countersigned by the concerned official of the Department, regarding payment of wages as per rules and laws in force, before receiving the 2<sup>nd</sup> payment onwards. Refer payment checklist for this.

**19.** In case any workman suffers any injury or meets with any accident while performing duty, the liability under Workmen's Compensation Act or any other Law shall be borne fully by the Vendor and DGCA shall not be liable for any claim for damages or compensation.

**20.** DGCA shall not be responsible for any claim, whatsoever, against the Vendor from third party sources including claims, if any, from the men employed by the Vendor under this Contract.

**21.** Vendor shall be fully responsible and liable if any person engaged/planned to be engaged by him for the purpose of this Contract is involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. during their presence in DGCA, under the provisions of this Contract. The Vendor shall be required to certify that persons deployed by him are not involved in any unlawful activity including theft, pilferage, sabotage; terrorism etc and he shall be fully responsible for their conduct. Vendor should also obtain entry passes, gate passes for the persons deployed by him for work, from the concerned department of DGCA through its Section in charge.

**22.** The contractor will not be held responsible for the damages/sabotage caused to the property of DGCA due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.

**23.** The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of discipline. DGCA shall have right to have any person moved in case of staff/visitor complaints or as decided by competent authority of DGCA, if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

**24.** For successful implementation of the terms and conditions of this agreement, the staff employed by the Vendor shall be subject to inspection by the authorized officers of DGCA at the discretion of DGCA and the Vendor shall be under obligation to assist in such exercise, whenever desired.

**25.** The Vendor shall ensure that DGCA property is not damaged due to his staff's

carelessness or through use of any material/methods etc. and in case of any damage or loss, the Vendor shall be liable to make good the loss. The decision of competent authority of DGCA as to the quantum and value of damage/loss and the extent of recovery to be made from him, shall be final and binding on the Vendor.

**26.** Decision of DGCA regarding satisfactory completion of the job will be final & binding on the Vendor. If the work is not found satisfactory then the Vendor may be asked to redo the work at no additional cost to DGCA. The Vendor shall be bound by any such decision/direction of DGCA officials.

**27.** Failure to comply with the conditions governing this Contract, unsatisfactory work/workmanship shall subject the Vendor liable for Penalty and Termination of Contract.

**28.** The vendor must pay salary to its employees as per the payment of Minimum Wages Act. It should be inclusive of dearness allowance, increase from time to time. Revision of wages will be in accordance with the wages revised by Govt. of NCT of Delhi from time to time. However, vendor will be liable to claim the monthly bill in accordance with minimum wages prescribed by Govt. of NCT of Delhi.

**29.** If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the contractor. DGCA will not be liable to pay these types of demands in any case whatsoever.

**30.** DGCA shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Department does not recognize any employee-employer relationship with any of the workers of the contractor. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel/staff shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

**31.** The vendor has to submit challans for ESI and EPF of deployed staff at DGCA along with monthly bill. The vendor has to fulfill this condition for obtaining the payment of bill(s).

**32.** The contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Leave, etc. to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPF against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for the sanitation works, is required to be submitted to the Department. In any eventuality, DGCA will not be liable to pay/reimburse any amount whatsoever to any employee claiming any underpayment or else. Also, DGCA is liable

to pay the amount which agreed upon the execution of contract and apart from this no such claims by contractor or employee of the contractor will be rejected out rightly.

**33.** Every employee so engaged by the contractor shall wear uniform and a badge wearing his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost and No extra payment shall be claimed by vendor from DGCA for such items. Uniform to be specified once the tender is finalized and awarded to successful bidder.

**34.** The contractor shall ensure that its personnel shall not at any time, without the consent of DGCA in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by DGCA and shall not disclose to any information about the affairs of DGCA. This clause does not apply to the information, which becomes public knowledge.

**35.** If any work which cannot be done at the DGCA premises that component of work shall be allowed to be done outside at the sole costs, risks and responsibilities of the vendor. In this regard, all the costs such as labour, transportation etc. shall be borne by the vendor.

**36.** That in the event of any loss occasioned to DGCA, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by DGCA, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of DGCA will be final and will be binding on the contractor.

**37.** Working hours consist of 8 hours excluding lunch break of half an hour for all horticulture maintenance staff. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by DGCA for double duty, if any.

**38.** The vendor's staff shall perform their duties at the DGCA premises with due diligence and take all precautions to avoid any loss or damage to the government property/person. The vendor will be solely liable for all matters of any indiscipline, theft, indecent behavior, official misconduct, loss or damage to any person or persons or government property at the premises.

**39.** Supervisor/persons/staff should be equipped with mobile phones so that they are available during working hours as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of DGCA.

**40.** In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility. The contractor will deploy supervisors as per the need given by DGCA. The supervisor shall be required to work as per the instructions of DGCA.

**41.** The vendor must deploy adult (age more than 18 years), healthy –free from any illness and well trained staff only for this job.

- 42.** Be it private or public areas, all the workers are liable to be frisked/ checked by the security personnel at DGCA premises, both while entering and leaving the premises.
- 43.** “NOTICE TO PROCEED” means the notice issued by DGCA to the contractor communicating the date on which the work/services under the contract are to be commenced.
- 44.** If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Department.
- 45.** The contract period shall be twelve months from the date of the commencement of contract (as mentioned in Notice to Proceed or award of contract letter).
- 46.** During the course of contract, if any of contractor’s personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor’s Performance Guarantee.
- 47.** In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract. DGCA will not be liable to pay any amount whatsoever apart from that has agreed upon in the agreement. The list of staff going to be deployed shall be made available to DGCA and if any change is required on part of DGCA fresh list of staff shall be made available by the contractor after each and every change.
- 48.** The contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 49.** The vendor staff can also be used for other small services like shifting of office equipments/furniture etc. in the office premises etc. apart from horticulture work on the direction of General Section, if situation demands so.
- 50.** Only physically/mentally fit personnel shall be deployed for duty by the contractor.
- 51.** The contractor shall ensure that the horticulture staff shall not take part in any staff union and association activities.
- 52.** DGCA shall not be responsible for providing residential accommodation and medical facilities to any of the personnel of the contractor.



- 53.** If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by DGCA from the contractor.
- 54.** If as a result of post payment audit any underpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be duly paid to the contractor by DGCA if any.
- 55.** The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by DGCA.
- 56.** The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month along with bill (refer payment checklist).
- 57.** The contractor shall disburse the wages to its staff deployed in the Department on or before 5<sup>th</sup> of every month through ECS or by Cheque or any other means as desired by the employee of the contractor in the presence of any authorized officer of DGCA.
- 58.** The vendor should quote for all items/works and agree to the terms and conditions of the tender without any addition/ alterations failing which the quote of the vendor will be summarily rejected.
- 59.** Each page of the tender document should be signed and stamped by the vendor before uploading to the CPP portal.
- 60.** Tenders containing omissions and alterations are liable to be rejected. Where corrections are necessary, the same must be made in ink and all such corrections are to be attested by full signature of the authorized person(s) of vendor and dated.
- 61.** The Tenderer shall treat the contents of the tender documents as private and confidential.
- 62.** In the event of the vendor's business or if any of its concerned division is taken over/bought over by another party, all the obligations and execution responsibilities under the tender/contract with DGCA shall be passed on for compliance to that new party, inheriting business operations from earlier assigned party/agency.
- 63.** The vendor should not assign or sublet or subcontract the contract or any part of it to any other agency. The penalty for non-compliance shall be revoking the contract and encashment of the Performance Security Deposit.
- 64.** Incomplete and unsigned bids are liable to be rejected and no correspondence about such cases shall be entertained by DGCA.
- 65.** DGCA will deduct Income Tax at source under Section 194-C of Income Tax Act

from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

**66.** DGCA also reserves the right to modify/relax any of the terms & conditions and/or cancel the tender without assigning any reason.

**67.** No Payment will be made for the machines, tools and appliances to be brought in by the vendor for providing the services mentioned in this tender.

**68.** DGCA reserves the right to reject the lowest tender or any other tender or all the tenders and /or to accept any tender either in whole or in part without assigning any reason whatsoever and to cancel the bidding process at any time prior to award of contract without thereby causing any liability to the affected vendor or vendors or anybody else. The decision of the DGCA in this regard shall be final & binding on all the participating vendors.

**69. OBLIGATION OF THE CONTRACTOR:-**

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

**70.** Also, contractor's monthly bill will be liable for deduction of TDS as per the rates specified by the tax laws of India.

**71.** Materials to be brought in by the vendor are given in **Annexure-8 : Technical**. No other payment will be made to the vendor for the materials except given in **Financial Bid**. Vendor should submit an undertaking on affidavit that the company/firm has not been black listed by any court of law or any Central Govt./State Govt./Central Autonomous bodies/PSU and in future if it takes place the vendor shall be liable to inform DGCA forthwith. In such a case, the contract would be terminated.

**72.** The decision of DGCA arrived during the various stages of the evaluation of the bids is final and representation of any kind shall not be entertained on the above.

**73.** In case the vendor is found in-breach of any condition(s) of tender or work order, at any stage during the course of contract period, the legal action as per rules/laws, shall be initiated against the vendor and Performance Security Deposits shall be forfeited.

**74.** DGCA reserves the right for discontinuation of the service at any time by giving one month's notice if the services are found to be unsatisfactory and also DGCA has the right to award the contract to any other agency at the costs, risks and responsibilities of the current agency and excess expenditure incurred on account of this could be recovered from the Performance Security Deposit or pending bill or by

raising a separate claim on defaulting service provider agency.

**75.** In case any attempt is made by vendor to bring pressure towards DGCA's decision making process, such vendor shall be disqualified for participation in the present tender. Also, any act on the part of the tenderer to influence anybody in DGCA is liable to rejection of his tender.

**76.** Upon verification, evaluation / assessment, if in case any information furnished by a vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.

**77. Indemnification:**

DGCA will not be responsible for any injury or losses sustained by agency's personnel during the performance of their duties and also for any damages or compensation due to any dispute between the agency and its workers. With all the liabilities arising out of any provisions of the labour laws / Acts / enactments / instructions in-force or enacted from time to time during the duration of this agreement, shall be the responsibility of the agency. Furthermore, the agency shall be responsible for the payment of compensation, insurance or other claims of its employees or any other kind what so ever. DGCA will not be responsible of being a principal employer for the employees deployed on the work by the agency. DGCA will not be responsible for any misinterpretation of terms and conditions or wrong assumption by the vendor.

**78. Force Majeure:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.

**79. Definition for default:**

Default is said to have occurred:

I. If the selected vendor fails to deliver any or all of the services within the time period(s) specified in the contract order or any extension thereof granted by DGCA.

II. If the selected vendor fails to perform any other obligation(s) under the contract.

**80.** If the selected vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from DGCA

(or takes longer period in spite of what DGCA may authorize in writing), DGCA may terminate the contract order in whole or in part.

### **81. DISPUTE RESOLUTION:-**

a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by both the parties i.e. vendor/contractor and DGCA, Opp. Safdarjung Airport, New Delhi.

b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

c. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

### **82. Applicable Law**

**82.1.** The Contract shall be governed by the laws and procedures established by Government of India, within the frame-work of applicable legislations and enactments made from time to time concerning such techno commercial dealings/processing.

**82.2.** All disputes in this connection shall be settled in Delhi jurisdiction only.

**82.3.** DGCA reserves the right to cancel this tender or modify the requirement.

**82.4.** DGCA also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.

**82.5.** DGCA in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

**82.6.** Vendor has to follow all the provisions mentioned under Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, Delhi Shops and Establishment Act, 1954, E.S.I. Act, 1948, Payment of Bonus Act, 1965 or any modification thereof or any other law relating thereto and rules made there under from time to time.

### **83. Miscellaneous**

Any other terms & conditions, mutually agreed to, prior to finalization of the contract shall be binding on the Agency and DGCA, during the period of the contract. Any default of any terms and conditions of the tender will result in rejection of the bid and forfeiture of EMD/Security deposit, accordingly.

#### **(IV) SCOPE of WORK (SoW)**

**Note: The contractor has to make all efforts to save Energy and Water.**

##### **1. AREA of WORK**

Maintenance of Gardens, Lawns, trees/plants, etc. in the DGCA, Opp. Safdarjung Airport, New Delhi premises and Central Examination Organisation, R.K. Puram, New Delhi and any other areas having existing garden facility inside the office premises.

- a. Trimming of tree branches located on the pathway/platform and areas surrounding street light poles in the entire office premises for creating better visibility of the roads during the night time.
- b. Also the Contractor has to maintain any other gardens, lawns, trees, etc. which shall be created in future.

##### **2. PERFORMANCE / SPECIFICATION OF WORK**

The contractor has to perform following activities.

- a. Daily watering
- b. Weed removing
- c. Trimming & pruning
- d. Soil mulching
- e. Lawn mowing
- f. Hedges cutting etc.
- g. Shrubs cutting
- h. Cleaning garden areas
- i. Applying fertilizer or compost manure / vermiculture manure alternate month or as and when required.
- j. Applying pesticides like insecticide and fungicide alternate month or as and when required.
- k. Maintenance of Vermi Compost pits.
- l. Disposal of dry / fallen leaves etc. to be designated dump site.

Work mentioned above from Sr.No. b to Sr. No. l will be as per requirement basis.

##### **3. REPLACEMENT GUARANTEE**

Any plant or shrubs or Ground covers died due to any reasons, will be replaced with the items with same species immediately. (Size of plant may vary as per availability).

##### **4. OTHER MISCELLANEOUS WORKS**

Maintenance services for the horticultural work as follows (as per direction of the DGCA with labour, materials, tools, tackles & plants).

5. LAWNS

Forking the ground, cutting the grass, top dressing, flooding with water, deweeding, light rolling, moving with lawn movers, manuring with okhla manure, compost, chemical fertilizer including renovating barren patches, applying antitermite checmicals, insecticides, etc. to be done as per requirement basis.

6. GARDEN, SEASONAL FLOWER BEDS AND NURSERY

Forking the ground, rotation of soil, removing and disposal of weed, wild growth, top dressing, watering, cutting, pruning, removing old leaves and unwanted growth, seed sowing of approved quality and specy, growing seedling, transplantation of seedlings to various beds, nurturing and growing flowers and leaves, grafting, manuring, compost, chemical fertilizers, applying anti-termite chemicals, insecticides, supporting the growing plants with split bamboo supports, providing temporary sheds over the growing seedlings, all as per approved samples, dosage and quality complete.

7. SHRUBS, TREES, GROUND. COVERS, SHADE LOVING FOLIGES AND CREEPERS

Hoeing the ground, removing and disposal of weeds/wild growth from the surroundings, watering, cutting, pruning, removing old leaves and unwanted growth measuring, applying anti-termite chemicals and insecticides, fumigating as and when required, replacing worn out creeper supports, renovating barren strips of hedges, shrubbery etc. to be done as per requirement basis.

8. GENERAL MAINTENANCE

Pruning:- Clipping and trimming of hedges and edges, trimming of shrub plants, trees creepers, etc. at regular intervals, stacking & disposing off/ removing the trimmed branches and other related waste of the plants immediately anywhere inside the office premiese , as directed by making own arrangements at the cost of the contractor.

9. Any areas, if added at later stage in future in any specified items of schedule of items & rate would be minted under the maintenance on the quoted rates.

10. The contractor is responsible for operation and maintenance of the Horticulture

hydrants.

11. MATERIAL AT SITE

The contractor must ensure that all garden machinery, tools, hosepipe, sprinklers, etc. are removed from the site & kept in hidden places to avoid public view when not in use.

12. Maintenance of Vermi-culture pits/drums with allied works including providing of earth worms, cow dung, turning of the filling in the pits as and when required, etc. and as instructed by Officer In-charge.

13. Removing fallen leaves, twigs and other miscellaneous refuse from the road and other paved / unpaved lawns & disposing off the same on daily basis outside of office premises or as directed by officer in-charge. All cost pertaining to this will be borne by the contractor.

14. Fine dressing of the ground including providing of additional soil at contractor's cost.

15. Spreading of sludge, dump manure and good earth in required thickness and as directed by officer in charge.

16. Mixing earth and sludge or manure in proportions specified etc or as directed by officer in charge.

17. Grassing with selection of grass including watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn free from weeds and fit for moving including supplying good earth if needed and as per the requirement basis.

18. Complete maintenance of the lawns including weeding, hoeing, watering, maintenance of trees and shrubs on lawn, regular mowing of lawn, removal of garden rubbish and deep rooting rank vegetation, applying insecticides & pesticides (whenever required), making, sowing, and maintenance of seasonal flower beds etc and other garden related works as directed by officer in charge. Lawn area includes flower beds, as well.

19. PRUNING

Clipping and training of hedges and edges, trimming of shrub plants trees creepers and bougainvillea's etc, at regular intervals , stacking of plants as and



when required / and as instructed by Officer In- charge.

20. PLANT PROTECTION

Periodic checks to be carried out for pests and diseases. In the event of infestation prompt spraying of appropriate pesticides, insecticides and fungicides will be required for eradication of the same. The contractor will supply pesticides, insecticides and fungicides and as directed by officer In-charge. No additional cost apart from the rate quoted in financial bid will be paid to contractor for this purpose.

21. LAWN MOVING

Lawn moving at a regular interval of once in a week or as per direction of Officer In-charge.

22. FERTILIZER

Manure and fertilizes specified shall be applied by the Contractor as required as per the requirement basis and under the direction of the officer In-charge. Manure & fertilizer shall be provided by the contractor at this own cost.

23. IRRIGATION:

Daily adequate watering of gardens, lawns, pot plants, plants/trees, etc. with hose pipe or sprinkler system in different areas should be done regularly and as directed by officer in charge. Contractor will make his own arrangement of the irrigation system like hosepipes, sprinklers, etc. in adequate quantities. The Contractor is responsible for the routine maintenance of existing sprinkler/drip irrigation system.

24. POTTED PLANTS

The potted plants beds to be maintained with minor alternation (if required) by planting summer & winter seasonal plants. Seed/seedlings should be provided by the contractors as per the directions of DGCA. Also, existing potted plants that are in need of replacement to be taken care of by the bidder at his own cost.

25. Preparation of seasonal flower beds plants, seeds etc shall be at contractors cost and as directed by officer in charge.

26. Coloring of the pots should be done regularly in the interest of the beautiful maintenance of ambience of DGCA.
27. To maintain all the trees, plants, shrubs, and lawn as are existing or to be planted on the date of start of contract and plantation work to develop new lawn / park / plants to be developed thereafter the new landscaping.
28. To plant trees, shrubs etc. by excavation / digging as and when required in the interest of the beautiful maintenance of ambience / park/ lawn of DGCA.
29. To prepare and maintain flower beds, seasonal and perennial both depending on our needs.
30. To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer / consultant horticulturist / gardener.
31. Cutting of grass in lawn, pruning of plants at required intervals and removing the waste to the proper place.
32. Regular watering of grass, lawn, trees, plants, shrubs etc and hoeing and weeding in and around them.
33. Spraying of insecticides and fungicides application / spreading of chemicals and manure as and when required / advised.
34. Any other job which is required to make the DGCA campus from Horticultural point of view beautiful with lush green environment.
35. The gardener should demonstrate own initiative for horticultural up gradation of DGCA premises. Seasonal plan(s) for the same should be prepared and submitted to the designated officer / consultant horticulturist / gardener and the material such as seeds, plants, saplings and any other material needed are required to be supplied by contractor at the right time of the season for the beautiful ambience of the DGCA office. This also needs to be done by the contractor at his own cost.
36. Contractor needs to supply the potted plants to the DGCA office as per the requirement basis and the maintenance of the same need to be carried out regularly for beautiful ambience of the office. This needs to be done by the contractor at his own cost.
37. Disposal/Removal of horticulture waste including dead trees out of DGCA complex to a designated place as decided by the DGCA.
38. Bidder needs to provide at least 50 potted plants (Gamle) to CEO, RK Puram as specified by the designated officer in-charge and the regular maintenance of these

potted plants needs to be taken care by the bidder as well & ensure that fresh plants are always available & flower pots for season. Also, the pots will be rotated regularly. This has to be done by the contractor at his own cost.

39. Also, contractor has to provide for at least 50 hanging pots with plants as specified by the department for all seasons and maintained. Also, contractor has to supply set of flowers (2nos) to DG office as specified by the DGCA 3 times in a week.

40. Contractor will be solely responsible for disposal of horticulture waste on routine basis and maintain hygiene & cleanliness in the premises.

41. Any work other than specified in this document related to the horticulture work will be sole responsibility of the contractor. No additional payment will be made to contractor apart from rates quoted in financial bid.

**NOTE: All the above mentioned scope of works is indicative and not exhaustive. DGCA reserves the right to add/delete any work under the scope of work and no payment will be given for any additional scope of work added. However, the Contractor has to properly maintain the Gardens, lawns, trees, etc. inside the office premises.**

# (V) Annexure

**Annexure-1**  
**DIRECTOR GENERAL OF CIVIL AVIATION**  
**TECHNICAL BID FOR ANNUAL MAINTENANCE CONTRACT FOR**  
**HORTICULTURE WORK**

<b>S.No.</b>	<b>Description</b>	<b>Details</b>	<b>Page No.</b>
<b>1</b>	Name of the firm		
<b>2</b>	Address of the firm		
<b>3</b>	Contact details of the firm with fax no.		
<b>4</b>	E-mail of the firm		
<b>5</b>	Name and address of the head of the firm		
<b>6</b>	Name of the contact person of the firm and contact details		
<b>7</b>	Specify the type of firm (sole proprietor/partnership/other specify)		
<b>8</b>	Earnest Money Deposit:- Name of issuing bank Amount DD No. in favor of Date of issue		
<b>9</b>	Employee Provident account no. with proofs attached		
<b>10</b>	ESI number with proofs attached		
<b>11</b>	Firm (Registration in corporation certificate, ISO certification)		
<b>12</b>	Service Tax registration number with copy of certificate attached		
<b>13</b>	PAN no. with a copy attached		
<b>14</b>	Firm's income tax returns of last three financial years with proofs attached		
<b>15</b>	Experience certificate of any three central/state government/PSU/autonomous bodies proofs enclosed		
<b>16</b>	Bank account number & IFSC code (two cancelled cheque attached)		
<b>17</b>	Annual turnover of FY2012-13, FY2013-14, FY2014-15 (in lakhs) supported by valid documents		

Continued.....

**Note:** Photocopies of all necessary documents duly self attested must be scanned for verification of the information provided and submitted at the time of acceptance of award of contract. Also, every document whatsoever, attached or submitted in the bids must have self attestation of the firm's/agency's authorized signatory. Bids will summarily be rejected if any paper found with no self attestation.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in notice inviting tender and undertake myself/ourselves abide by them. I/We\_\_\_\_\_ certify that all the information provided on previous page are true to the best of my knowledge.

Name of the bidder and Signature of the bidder with seal of the firm

**Directorate General of Civil Aviation (DGCA)****Details of Manpower Required**

<b>S.No.</b>	<b>Details of Posts</b>	<b>Total Manpower required</b>
<b>1</b>	Gardeners to be deployed at DGCA	04
<b>2</b>	Laborer to be deployed at DGCA	01
<b>3</b>	Gardener to be deployed at CEO, RK Puram	01

**PARTICULARS OF EXPERIENCE**

1. Name of the Agency :
2. License No. and date held :  
as per Contract Labour Regulations
3. Date of Establishment of the Agency :
4. Experience in the trade and :  
particulars of other contracts,  
if any.
5. Organisations with whom contract :  
held and terms/conditions thereof  
with supporting documents.
6. Monthly business turnover of the :  
agency for each contract mentioned  
against (4) above.

Date: .....

Signature and seal of Bidder

NB: Please note that non-submission of this form or submission of incomplete forms is liable to be made the tender invalid.



**(ON Bidder Letter head)**

**UNDERTAKING**

To  
Directorate General of Civil Aviation,  
Opp. Safadrjung Airport,  
Aurobindo Marg, New Delhi-110003

Name of the firm/Agency\_\_\_\_\_

Name of the tender\_\_\_\_\_ Due date:\_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We do hereby undertake that complete security of DGCA shall be ensured by our Agency.

(Signature of the Bidder)

Name and Address of the Bidder  
Telephone No.

## Directorate General of Civil Aviation

### FORM OF AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_ day \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) Between the President of India through \_\_\_\_\_ (Name and address of the Department) (hereinafter called "the Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND \_\_\_\_\_ (Name and address of the contractor) through Shri \_\_\_\_\_, authorized representative (hereinafter called "the contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the \_\_\_\_\_ Directorate General of Civil Aviation for providing safety, monitoring and surveillance of the Department.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Notice Inviting Tender for Annual Maintenance Contract for Horticulture Work
  - b. Award of contract;
  - c. Terms and Conditions;
  - d. Scope of Work;
  - e. Addendums, Corrigendum if any; and
  - f. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and the Security services w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. \_\_\_\_\_ ( \_\_\_\_\_ Rupees in words)

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor  
Signature of the authorized official

For and on behalf of the DGCA  
Signature of the authorized Officer

Name of the official  
Stamp/Seal of the Contractor

Name of the Officer  
Stamp/Seal of the Employer

By the said  
\_\_\_\_\_ Name  
on behalf of the Contractor in  
the presence of:

By the said  
\_\_\_\_\_ Name  
on behalf of the Employer in  
the presence of:

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Telephone No: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Telephone No: \_\_\_\_\_

## UNDERTAKING

It is certified that my firm/agency/company has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on \_\_\_/\_\_\_/2016.

Place:

Signature of the Tenderer  
Name of the Signatory  
Date: \_\_\_/\_\_\_/2016  
Name of the Firm/agency  
Seal of the Firm/Agency

**Checklist for the monthly payment of the bill claimed by contractor**

<b>S.No.</b>	<b>Description</b>	<b>Yes/No</b>
<b>1</b>	Pre-receipted Monthly bill as per financial bid structure	
<b>2</b>	ESI and EPF contribution proofs	
<b>3</b>	Attendance sheet with counting	
<b>4</b>	Wage sheet with particulars of monthly wages signed by security personnel deployed at DGCA	
<b>5</b>	Receipt of payment of previous month	

**Every document must be signed by authorized signatory of the firm and bears the seal of the firm.**

## Directorate General of Civil Aviation

### CHECK-LIST FOR QUALIFICATION BID FOR ANNUAL MAINTENANCE WORK FOR HORTICULTURE WORK

S.No.	Description	Details	Page No.
1	Name of the firm		
2	Address of the firm		
3	Contact details of the firm with fax no.		
4	E-mail of the firm		
5	Name and address of the head of the firm		
6	Name of the contact person of the firm and contact details		
7	Specify the type of firm (sole proprietor/partnership/other specify)		
8	Earnest Money Deposit:- Name of issuing bank Amount DD No. in favor of Date of issue		
9	Employee Provident account no. with proofs attached		
10	ESI number with proofs attached		
11	Firm (Registration in corporation certificate, ISO certification)		
12	Service Tax registration number with copy of certificate attached		
13	PAN no. with a copy attached		
14	Firm's income tax returns of last three financial years with proofs attached		
15	Experience certificate of any three central/state government/PSU/autonomous bodies proofs enclosed		
16	Bank account number & IFSC code (two cancelled cheque attached)		
17	Annual turnover of FY2012-13, FY2013-14, FY2014-15 (in lakhs) supported by valid documents		

**MONTHLY CERTIFICATE OF COMPLIANCE OF STATUTORY OBLIGATIONS BY THE  
SUCCESSFUL BIDDER**

From \_\_\_\_\_  
To. \_\_\_\_\_  
for the month of \_\_\_\_\_

1. Has the Attendance of Muster-cum-Wage Register of Persons engaged during the month been duly signed by the each individual employ and countersigned by the Representative of the successful bidder?

Yes/No

2. Whether required strength of the Staff during the month as per agreement and copy of verified Attendance Muster-Cum-wage Register been provided and maintained.

Yes/No

3. Have all employees paid necessary minimum wages prescribed by the govt. under relevant enactments? (copy of Wage Register to be provided)

Yes/No

4. Have all the employees been extended coverage of EPF,ESI as per the eligibility under PF Act? (Attach copy of EPF,ESI Challan paid of previous month of current bill)

Yes/No

5. Are all deductions effected from the Salary/wages are as per the provisions of the payment of Wage Act. (Verified with Attendance Muster-cum Wage Register)

Yes/No

6. Are following Register, required under provisions of various statues, maintained up to date in prescribed format, kept available at the premises of the successful bidder for the inspection of any Statutory Authority on demand?

- |                                     |        |
|-------------------------------------|--------|
| i. Register of persons deployed     | Yes/No |
| ii. Muster roll                     | Yes/No |
| iii. Register of Wages              | Yes/No |
| iv. Register of Deductions Register | Yes/No |
| v. Off/OT Register                  | Yes/No |
| vi. Register of fines & advances.   | Yes/No |
| vii. Register of Leave.             | Yes/No |

(Signature of Authorized Signatory)

Seal of the Tender \_\_\_\_\_

**Detailed Financial Bid**

Financial Bid for Annual Maintenance Contract for Horticulture Work(Per month, INR only)				
Name and Address of the Bidder:-				
Sr .No.	Particulars	Description	Gardener (Rates per person per month)	Laborer (Rates per person per month)
a	b	c	d	e
1	Basic pay + VDA	Minimum wages must be followed as per Govt of NCT of Delhi	10582.00	9568.00
2	Employees Provident Fund, Admin charges for EPF, EDLI, Admin charges for EDLI	13.36% of Basic plus VDA	As applicable	As applicable
3	Employees State Insurance	4.75% of Basic plus VDA	As applicable	As applicable
4	Bonus	As per payment of bonus act & amendments	As applicable	As applicable
5	Total cost per employee	Sum of Sr. No.1 to Sr. No.4		
6	No. of Employee	As per tender document	5	1
7	Total Cost	Sr.No. 5 x Sr. No.6	As applicable	As applicable
8	Total Cost of 6 employees	Sr.No.7 (d) & Sr. No. 7(e)	As applicable	
9	Service charge inclusive of Horticulture material cost (per month)	seeds, plants, pots etc. except equipments(absolute value in INR (not in percentage) )		
10	Sum Total	Sum of Sr. No.8 & Sr. No.9	As applicable	
11	Service Tax @15%	On Sr. No. 10	As applicable	
12	Total Cost of Service per month	Sum of Sr. No.10 & Sr.No.11	As applicable	

## Notes:-

- \* Prevailing Rates of Sl. No. 1 in Delhi are as on 01.10.2016.
- \* Value mentioned in Sl. No. 11 must not be **NIL/BLANK/ZERO/NEGATIVE**; also reasonability would be evaluated, in case any bidder quotes very low value in Sl. No. 11.

Place: \_\_\_\_\_

Signature of Authorized signatory

Date: \_\_\_\_\_

Name: .....

SEAL: .....