



MANOHAR PARRIKAR INSTITUTE FOR  
DEFENCE STUDIES AND ANALYSES

मनोहर पर्रिकर रक्षा अध्ययन एवं विश्लेषण संस्थान

**MP-INSTITUTE FOR DEFENCE STUDIES AND ANALYSES**

**No 1 Development Enclave, Rao Tula Ram Marg,**

**Delhi Cantt, New Delhi – 110 010**

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Email: pktiware.idsa@gov.in

F.No. A/950/2023-2025/Arboriculture

Date: 10.11.2023

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## **E-TENDER NOTICE FOR MAINTENANCE OF ARBORICULTURE SERVICES. (IN TWO BID SYSTEM)**

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Prescribed format (enclosed as **Annexure I, II, III & IV**) are invited under two bid system from experienced contractors / agencies for "Maintenance of Arboriculture Services" at MP-IDSA premises located at No. 1 Development Enclave, Rao Tula Ram Marg, Delhi Cantt, New Delhi -110 010 as per details given in formats. **The bids should remain valid up to 90 days from the last date of submission of bids.**

Detailed Tender Documents are available on line from the date of tender publication at <https://www.gem.gov.in>, [www.idsa.in](http://www.idsa.in) and <https://eprocure.gov.in/epublish>. The interested bidders are advised to register themselves with e-procurement Portal at - **GeM** to participate in the e-Tender. The bidders should download and then upload duly signed tender form and their bids along with scanned copies of all the relevant certificates, documents etc. in support of their technical bids on the **GeM**, latest by 01<sup>st</sup> Dec 2023 by 1500 hrs. Hard copies of the relevant documents also to be submitted along with (1) Demand Draft for Rs. **72000/- (Rupees Seventy two thousand only)** in favour of "**MP-IDSA**" payable at New Delhi as Earnest Money Deposit and (2) **Annexure I,II (Part A & B) & III**, all pages signed and stamped, which shall be submitted in sealed envelope and addressed to the **Assistant Director, MP-Institute for Defence Studies and Analyses**, may be sent at the Institute's address mentioned above either by Speed Post / By hand delivery at Tender Box kept at the reception office, should reach on or before **1500 hrs, 01<sup>st</sup> Dec 2023** duly mentioning on top right hand corner of the sealed envelope "**EMD and Annexures for "Maintenance of Arboriculture Services"**".

All the tenders are to be submitted on the prescribed forms, as enclosed, duly signed, stamped and dated on each page of Annexure "I", "II" & "III" as their unconditional and explicit concurrence to the terms and conditions laid down by the Institute.

All bidders and/or their representatives, if they so desire, may be present at the opening of online the tender (Technical Bids/Financial Bids) by the constituted Committee at the time and date as specified in the schedule. It may be noted that under no circumstances tender received late shall be entertained. **The financial bids shall only be opened of technically qualified firms. No manual bids shall be accepted. Both technical and financial bid should be submitted in the E-procurement portal).**

MP-IDSA reserves the right to accept or reject any or all quotations including the lowest bidder without assigning any reason at its sole discretion and the decision of the MP-IDSA will be final and binding to all concerned.

Bidder who has downloaded the tender /quotation from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/epublish/app>, MP-IDSA website and GeM portal shall not tamper/modify the tender /quotation form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with MP-IDSA.

**Critical Dates of Tender:**

(i) Publish Date & Time	10/11/2023, 10:00 hrs
(ii) Document Download Start Date & Time	10/11/2023, 10:30 hrs
(iii) Bid Submission Start Date & Time	10/11/2023, 11:00 hrs
(iv) Bid Submission End Date & Time	01/12/2023, 15:00 hrs
(v) Offline submission, EMD and other supporting documents	01/12/2023, 15:00 hrs
(vi) Bid Opening Date & Time	01/12/2023, 15:30 hrs
(vii) Cost of Tender	Free of cost

**Note :**

1. Contractor shall inspect the Campus & assess its requirement before bidding the tender.
2. Bidders may note that Technical & financial bid shall only be accepted through online mode. Kindly ensure that bid format should remain vacant, while submitting hardcopies of signed documents, otherwise financial bid shall be considered as "invalid".

**Corrigendum / addendum / modification to this tender, if any, will be notified through <https://gem.gov.in>, [www.idsa.in](http://www.idsa.in) and <https://eprocure.gov.in/epublish> only.**

  
Col. Rajeev Agrawal (Retd)  
Assistant Director

**TENDER FOR MAINTENANCE OF ARBORICULTURE SERVICES**  
**MEMORANDUM OF WORK IN BRIEF**

1	Name of work	Maintenance of Arboriculture Services
2.	Cost of Document	Free of Cost
3	Estimated Cost	Rs.36,30,992/- Including GST
4	Earnest Money	Rs.72,000/-
5.	Validity period	90 days
	Security Deposit	10% of contract value
6.	Publish Date & Time	10.11.2023 by 1100 hrs
7.	Submission Start Date & Time	10.11.2023 by 1130 hrs
8.	Site visit	From 10.11.2023 on all working day between 1030 hrs to 1530 hrs till submission end date.
9.	Tender Submission End Date	01.12.2023 by 1500 hrs.
10.	Tender Opening Date	01.12.2023 by 1530 hrs.
11.	Mode of Sending	EMD and relevant documents of In sealed cover by Speed post/Hand Delivery in the tender box kept at reception.

  
Col. Rajeev Agarwal (Retd.)  
Assistant Director (Admin)

Signature of bidder  
Name :

Company seal  
Date

**MP-INSTITUTE FOR DEFENCE STUDIES AND ANALYSES**  
**No 1 Development Enclave, Rao Tula Ram Marg, Delhi Cantt, New Delhi – 110 010**

**TERMS AND CONDITIONS**

1. The rates quoted should include the cost of material, manpower, garbage disposal and statutory components i.e EPF,ESIC & bonus, service charge/profit etc. including GST, if any. The rates quoted for the work will be firm for the period of one year, **any increase in minimum wages during the period shall also be kept in mind while bidding. Subsequently, after one year amount shall be revised based on the statutory obligations on minimum wage prevalent therein NCT Delhi except materials cost on an annual basis.** MP-IDSA will not be responsible for any changes of rules, octroi, increase in cost of material, during the contract period.

The total cost including manpower, material, Uniform and garbage disposal will be taken into consideration before finalizing the contract. **The (09) gardeners will be considered under unskilled and (01) supervisor in semi-skilled category.**

2. Quoting less amount with respect to emoluments leading to violation of Minimum wages Act, Contract Labour Act, Govt. of NCT Delhi, Ministry of labour and Employment order and other statutory provisions shall be liable for disqualification. No communication will be entertained in this regard. The EPF, ESIC, Bonus & service charge/profit etc. Minimum wages are mandatory and should be as per the **latest notification of Govt. of NCT Delhi at the time of opening of financial bid.**

- (i) The contractor should ensure payment of existing minimum wages as per Minimum wages Act. 1948 **as revised from time to time to the staff deployed by him.** Non-adhering to the said Act will result in cancellation of contract, forfeiture of Performance Bank Guarantee (PBG) and appropriate administrative action.
- (ii) The amount of EPF, ESI, and Bonus shall be quoted strictly as per prescribed government rates. However, payment for this statutory obligation will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the contractor in the concerned account of the individual deployed by him. The contractor shall also abide by the provisions of Child Labour (Prohibition and Regulation) Act, 1986.
- (iii) The contractor shall arrange for such facilities as provided for in the Contract /Labour Act for the welfare and health of the staff members employed for the work.
- (iv) **Responsibility for payment of wages** –The Contractor shall pay to the personnel deployed at such rates which should not be less than the

minimum wage prescribed for respective category plus admissible EPF(including EDLI), ESI & Bonus calculated at the prevailing rates as per rules.

- (v) All statutory payments shall be responsibility of the contractor. The contractor shall pay his employees, the rate of Minimum Wages (MW) as approved for the respective area of work being executed and as per rules and Acts as amended by Government from time to time.
- (vi) In order to safeguard against the possible underpayment to the work-force by giving them less than what are mandatorily and statutorily required to be paid, it is mandatory that the **Contractor shall disburse the wages every month by 07<sup>th</sup> through the ECS. (Electronic cash transfer) only.**
- (vii) **Wage Increase** : Wages to be paid to the workers shall not be less than that notified by Chief Labour Commissioner, Ministry of Labour and Employment, Government of NCT Delhi from time to time.

3. The proposal shall clearly indicate the cost including manpower, materials, Uniform & garbage disposal, all statutory components and service charges. The material, seasonal plants / flowers and seeds to be supplied, must be in accordance with the scope of work including all terms & conditions of the tender document.

4. The manpower deployed as gardeners should be as indicated in terms of number and while quoting. One supervisor should also be deployed to oversee the overall work and shall be available at the Institute during working hours. The working hours of each Gardener / Supervisor shall be in accordance with the labour legislation / laws. The general timing shall be 0800 hrs to 1700 hrs. However, MP-IDSA reserve the right to flexible timing depends upon extreme weather condition or any requirements.

5. **Submission Of Tender:** The technical Bid and the Price Bid shall have to be submitted online at GeM, tenders will be opened electronically on specified date and time as given in the NIT. All entries in the tender should be entered in online Technical & price bid formats without any ambiguity.

6. **Opening Of Tenders:** Financial bids of technically qualified bidder will be opened online by the committee constituted by the Institute. All qualified Tenderers will be informed in advance the date of opening of financial bids in presence of their representative(s) if they wish to be present.

6.1 The Financial Bid shall contain the following:-

- i) Bidders shall strictly submit Financial Bid form as per Annexure – IV.
- ii) The Financial bid must be uploaded, without any errors, erasures or alterations and shall be shown in detail including agency charges and applicable taxes and any other charges, if any.
- iii) The Financial Bids of only successful bidders, who have been found technically qualified, will be opened at a later date and those will be intimated separately before opening those technically qualified agencies by e-mail. So agencies are requested to give correct e-mail ID and contact phone/fax numbers. MP-IDSA is not responsible for non-delivery of mails due to wrong address given by them or offers received after the scheduled due date and time.

7. **Duration Of contract:** The contract shall be valid for **three years** from date of signing of contract. MP-IDSA reserves the right to extend the validity of contract for another one year as mutually agreed upon subject to satisfactory performance. The amount for extension period shall be subsequently revised based on the statutory obligations based on latest minimum wage prevalent therein NCT Delhi, as per minimum wages of Govt. Of NCT of Delhi as may be agreed to. The contract can be cancelled unilaterally giving 3 month notice by the Institute in case service is not rendered satisfactorily. If the contractor also does not want to continue, he has to give 3 months' notice to Institute. However in this case, his name shall be put in holiday list for another 03 years. Decision of the institute shall be final & binding to decide reasonability.

7.1 **Working Hours:** Eight hours per day, excluding lunch break. Generally, the **working will be 0800 hrs to 1700 hrs daily**, unless specified otherwise by the Estate Cell. There may be a requirement of flexible work hour for a few personnel, if there is any major event at the institute. The same will be pre-intimated to the supervisor, by the institute.

8. **Uniform.** The arboriculture staff deployed by the contractor shall be in distinct/neat uniform consisting of shirt/trouser/shoes with logo of firm embossed. In order to maintain neat and clean uniforms at all times, at least two sets of summer uniforms are to be issued to each employee per annum. In addition, warm clothing(uniform), at least one set, should be issued for winter.

9. Contractor is fully responsible for acts & deed for his employees, he has hired during the contract period. Contractor has to submit a declaration on 100 Rs. Stamp that he is fully responsible for acts & deeds of his employees. He personally knows each & every workers including his past records. At any stage if any suspicious behaviors is noticed by Institute the person shall be replaced immediately.

10. The assignment of Arboriculture Services under the scope of this tender document is **PURELY JOB WORK** in nature and manpower deployed by the vendor shall remain on his pay rolls. The vendor shall be solely responsible for the payment of wages to them directly on monthly basis as per minimum wages notified by the Govt. of NCT of Delhi and amount claimed towards various statutory components shall be deposited by him with appropriate authorities. The vendor shall maintain relevant records as per statutory requirements. The vendor shall keep, at all times, indemnify MP-IDSA against any loss or damage suffered in the event of failure to adhere to the provisions of statutory enactments.
11. The attention of bidders is invited with respect to services to be provided. The details about the area available, number of trees, seasonal plants / flowers requirement and other covered/open areas as per the SCOPE OF WORK. The bidders are advised to personally inspect the premises on any working day and contact the designated official for quoting a realistic and comprehensive financial bid.
12. The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of the contractor contravening this condition, in addition to forfeiture of Performance security, the firm can be blacklisted by MP-IDSA.
13. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) along with their bids. While submitting the bid, the vendor shall deposit Earnest Money of **Rs. 72,000/-** by demand draft "**Manohar Parrikar Institute for Defence Studies and Analyses**" payable at New Delhi. No other mode of remittance shall be accepted. EMD is to remain valid for a period of 90 days beyond the final bid is accepted. EMD of the unsuccessful bidders will be returned to them at the earliest without any interest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **EMD is not required to be submitted by those bidders who are registered with MSME, etc.** The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. The bidders found without EMD are liable for outright rejection.
14. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, MP-IDSA may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained. Clarification regarding tender document & work may be sought before submitting the quotations. No letters will be entertained after opening the bids / last date of submission of tender. Firms who communicate after opening of the bids, their bids will be rejected.
15. **Right to Acceptance or Rejection of Tenders:** Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected. **MP-IDSA reserves the right to reject any or all the tenders without assigning any reason whatsoever and the decision of the management shall be final and binding on all the bidders.**

15.1 The tender is liable to be rejected inter-alia:-

- a) If it is not in conformity with the instructions mentioned in the tender.
- b) If it is not properly signed by the bidder.
- c) If it is received after the expiry of the due date and time.
- d) If it is not accompanied by the requisite EMD and proper documents.
- e) A list of approximate manpower available with the firm with qualification must be enclosed along with the tender papers.

15.2 This office reserves the right to: -

- a) Accept / Reject any of the tender in full or part thereof.
- b) Revise the requirement at the time of placing the order.
- c) Add, modify, relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.

16. **Performance Guarantee.** The Bidder shall be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government for a sum equal to **10%** of contract value. Performance Bank Guarantee shall be valid up to 90 days beyond the satisfactory completion of contract period.

17. The selected vendor shall ensure timely availability of all relevant **pesticides / insecticides, seasonal plants / flowers / seeds etc** and shall take instructions directly from the designated officials in respect of the operational activities. If the vendor does not supply the consumables, the same shall be procured by MP-IDSA and amount will be deducted from the monthly bills.

18. The vendor shall ensure that the Gardeners are to attend the job as per the staggered time schedule keeping in view that weekly off can be obtain by each worker. The number of Gardeners mentioned in the tender document should be deployed fully and any laxity / deviation in this regard shall be viewed seriously and regular laxity may result in termination of the work order.

19. **Payment terms:** The selected vendor shall submit the bills alongwith the required certificates of statutory components, **on a monthly basis**. The bills, if found in order in all respects, will be processed for release of payment within 30 days after receiving of the bills. Bills should consist of following documentary evidence for processing:-

- (i) Complete attendance details with muster rolls as per Labour Act.
- (ii) Proof of payment of wages for the current month as per the Minimum wages notified.
- (iii) ESIC, EPF, bonus, etc payment copy of the current month.
- (iv) GST payment copy & B2B Invoice summary of the current month.
- (v) All payment will be made subject to Tax Deduction at source, if applicable as per rules.
- (vi) Payment details of employee along with bank transfer or cheque payment detail. MP-IDSA reserves the right to deduct amount from the bill towards



compensation for unsatisfactory service or less attendance or non-payment of compliance like EPF, ESIC etc. as provided under the contract.

- (vii) **MP-IDSA shall pay the amount on the basis of the number of staff (Supervisor/Mali) actually deployed by contractor.** No other claim on whatever account shall be entertained by MP-IDSA. Only biometric attendance system shall be considered valid attendance claim.

20. The selected vendor will not accept any directions / instructions either verbal or written from any staff member of the Institute unless the same are issued by Assistant Director or the authorized official with regard to work assigned to the vendor.

21. The Services are to be offered by the vendor on all days of the year except Republic day (26<sup>th</sup> January), Independence Day (15<sup>th</sup> August), Gandhi Jayanti (2<sup>nd</sup> October) and Holi Festival. **However, one day weekly off by rotation will be given individually (amongst the existing manpower) as per labour law preferably on Saturday / Sunday, in batches.**

22. The successful bidder will be fully responsible for the safety and security of his staff deployed for work at the MP-IDSA complex. MP-IDSA will not be responsible, in any circumstance, for any accident / injury or any other damages occurring while performing Arboriculture activities of his workers under the terms at the Institute's premises. If required, the vendor may take necessary insurance cover of his employees working at the Institute's complex.

22. Notwithstanding the provisions of Clause-7, the work order shall be liable to be terminated forthwith by the Institute at its sole discretion in the event of contravention of terms and conditions as stipulated above. The terms "CONTRAVENTION" shall include acts of commission as well as omissions.

23. The vendor will deploy **one Supervisor & nine Gardeners** at the Institute. However, the number of manpower can be reduced & increased suitably as required by the Institute after giving due communication to the vendor, 30 days in advance. Institute also reserves the right to alter / modify the scope of work, terms and conditions etc.

24. **Pre-qualification/Eligibility Criteria:** The following shall be minimum eligibility criteria for selection of bidders technically:-

a) Legal Valid Entity: The Bidder shall necessarily be a legal entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or a Partnership firm or Proprietorship firm. Bidder in the form of JV/Consortium is not permitted.

b) Registration: The Bidder should also be registered/comply with various statutory compliances.

c) Experience: The Bidder should have experience in providing similar nature of work experience involving Manpower in reputed firms in last three Financial Years.

- i) The agency should have a minimum average turnover of Rs. 50

Lakhs per annum for the last three years. One similar nature of work where the agency is currently carrying out the said scope of services should not be less than Rs.20 Lakhs per annum.

ii) Experience of having successfully completed similar works during last 3 financial year ending Mar 20-23 to the one in which applications are invited should be either of the following: -

a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

or

b. Two similar completed works costing not less than the amount equal to 75% of the estimated cost.

or

c. One similar completed work costing not less than the amount equal to 100% of the estimated cost.

(iii) For MSME registered bidder: Declaration of Udyog Aadhaar Memorandum (UAM) number by the MSME vendors on GeM portal should be made. The MSE bidders who fail to submit UAM number will not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs.

(iv) MSME bidders under relevant category need not to deposit EMD.

(v) Operational Office in Delhi NCR. The firm must have operational Office with round the clock control room/back Office. The Office must have computer/phone for prompt communication

25. The firm should not have been blacklisted / debarred in any manner by any Govt. Department. A declaration on a stamp paper of Rs. 10/- should be uploaded/attached with the technical bid as per **Annéxure II Part C & Part E**.

26. The Institute reserves the right to have a panel made out of the successful tenderers. If the selected vendor fails to accept the job or leaves the job in the middle of contract period, or declines to accept the award due to any reasons, the next higher bidder in the panel may be offered the work order on quoted rate of lowest bidder (L1). However, the validity of the panel will be same as the period of award of contract to the selected vendor. If, the second in panel is offered the job, the contract period for him will be the remaining period as per the work order of the first awardee of the contract. If the successful bidder in the beginning declines to accept the award or not ready to provide the Arboriculture services, the EMD deposited by him shall be forfeited.

27. In case of any dispute, the matter will be referred to sole arbitratorship as appointed by the Director General, MP-IDSA or his nominee and his decision will be final and binding to both the parties.

28. The selected vendor will also be fully responsible for the **damages, if any caused** to the assets, property of the Institute by his workers while on duty or otherwise at the Institute. The Security staff of the Institute will be authorized to search your

employees at the time of their leaving the premises of the Institute after performing their duties. The vendor shall indemnify the Institute for any loss / misappropriation by his gardeners while on duty and failure in this regard could result in filing of **CIVIL / CRIMINAL** proceedings against the vendor apart from termination of the contract.

**29. Disposal of collected garbage.** The selected vendor will arrange for disposal of collected garbage preferably on a weekly basis or even before as need be. The vehicle for disposal will be arranged by the vendor at his own cost. MP-IDSA holds no responsibility for the place to dispose the garbage. This is explicitly made clear that grass / leaves / torn out plants should be removed from all over the campus and thrown at the garbage point on a daily basis. The tentative number of tipper trucks (**Tata/Eicher 709**) to be used for garbage disposal may be **forty (40) during the contract period of one year**. A penalty of Rs. 500/- per day will be imposed and would be deducted from bills, if garbage disposal is not done in an efficient manner and delayed more than a week after intimation. Further, the garbage may be lifted by hiring another service provider and the actual amount will be deducted from monthly bills, if not lifted by the vendor.

30. The vendor has to arrange for cleaning of Bee hives / red flies or nests whenever it appears in any part of the Office or residential building as part of the contract. No additional payment will be made in this regard.

**31. Evaluation of Service Charges, Materials & Uniforms:**

(a) The quoted amount shall including wages for 01-Supervisor and 09-gardeners for one year which may include the various components like materials (as per para 34), Cost of Uniforms (as per para 8), Shoes & apron including disposal of garbage etc. per year for all staff and all statutory components like EPF, ESIC, Bonus & Service charge/profit etc. (Minimum Service Charges for all Manpower based Outsourcing services as per latest order published by Ministry of Finance) of as per regulations.

(b) After evaluation of the technical bids, the financial bids shall be opened only of the technically qualified bidders.

(c) The Competent Authority reserves the right to reject any or all tender without assigning any reason whatsoever.

**(d) Lowest bidder shall be evaluated considering total quoted amount shall include minimum wages for 01-Supervisor and 09 –Gardeners for one year which may include the various components as mentioned para 31(a).**

(e) **Bids, offering rates which are lower than the latest minimum wages and other statutory compliances during opening of bid (as applicable for NCT of Delhi) for the pertinent category shall be rejected.** Final decision in this regard is liaised with Committee. The successful bidder will be the one who emerges overall L-1 out of responsive bids. Basis of ranking will be the least cost considering reasonableness of para 31(d), which would be total payout including all taxes, duties and levies.

(f) Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after due procedure.

(g) The Competent Authority reserves the right to reject any or all the bids, amend/withdraw any terms and conditions in the Tender document or to cancel the Tender without assigning any reason and the decision of the competent authority in this regard shall be final and binding.

(g) In case of a tie between L-1 Bidders, the two or more firms offer the same overall rates, successful bidders will be the one whose turnover is higher than the other competitor (s) for last three financial years.

(j) The Competent Authority has reserves the right to award full contract or any part (splitting of contract) to any successful agency (ies) at its discretion which shall be binding on the bidders.

**32. Discrepancies in Price Bid:**

(i) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Institute feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

(ii) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and

(iii) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail. If the bidder does not agree to the observation of the Institute, the tender is liable to be ignored.

**33. Penalty:** For convenience various penalties enforceable on breach of contract terms & conditions are summarized as under:-

(i) Not wearing of approved uniform while on duty Rs. 150/-per person/incident. The penalty amounts shall double at the end of every three such defaults.

(ii) Found chit-chatting, mobile chatting, smoking, chewing pan, unwarranted loitering in corridors etc. Rs. 100/-per person/incident. The penalty amounts shall double at the end of every three such defaults.

33.1 In addition to the penalty mentioned above, the following penalties may also be imposed on the Contractor.

33.2 In case the Contractor fails:-

- a) To commence/execute the work as stipulated in the agreement, or
- b) if the performance continues to be unsatisfactory even after giving it a notice for putting the things in order for satisfactory performance by specified date as mentioned in the notice, or
- c) if he does not meet the statutory requirements of the contract even after giving it a notice for putting the things in order to meet the statutory requirements by specified date as mentioned in notice, Institute reserves the right to impose the penalty as detailed below: -

i. For delay upto 4 weeks from the date of first notice, penalty will be imposed at the rate of 5% of the daily contract value calculated for each day of delay for a period upto maximum 4 weeks" time for any of the defaults mentioned above.

ii. For delay beyond 4 weeks and upto 8 weeks from the date of first notice , penalty will be imposed at the rate of 10% of the daily contract value calculated for each day of delay in addition of penalty at point (i).

iii. For delay beyond 8 weeks from the date of first notice the department in addition to imposing penalties at the rate as mentioned in (i) & (ii) above, reserves the right to cancel the contract and get the job carried out from other sources. The additional financial implication in this regard, if any, may be recovered from the defaulting Contractor. The Contractor may also be black listed for a period up to maximum 3 years and his performance security deposit may be forfeited, if so warranted.

iv. The Institute may forfeit the performance security of the contractor in case of any of the defaults.

33.3 Before imposing any of the above penalties, the contractor shall be given a proper notice /show cause notice by the Institute before taking a decision for imposing penalty and communicate to him the decision so taken. If no reply received within the stipulated time given in the notice department will proceed with the imposition of penalty.

#### 34. Consumables.

a) Consumables items for arboriculture services to be used by gardeners is listed below. Certain other items, not listed below, may also be required. All materials has to be kept in store and replenished as per items listed below. **Any lapse in the supply of items will invite penalty or deduction of amount as per market rate. Non-adhering to the said will result in cancellation of contract, forfeiture of PBG and appropriate administrative action :-**

- (i) Fertilizers / Manure - 06 tripper trucks in year

(ii)	Urea and DAP	-	50 Kgs (Each) per year
(iii)	Bone mill/Neem Khali	-	50 Kgs (Each) per year
(iii)	Variety of Seedlings/cutting	-	As per Annexure II Part G
(iv)	Pesticides / Insecticides	-	05 Ltrs per month
(v)	Shrubs/plants/Grass/Trees/Creeper	-	As per Annexure II Part G
(vi)	Seasonal flowering plants / saplings	-	As per Annexure II Part G
(vii)	Farm implements	-	As per Annexure II Part H
(viii)	Geru/Chuna for coloring of pots	-	05 Kgs per month
(ix)	Nylon Rope / Iron wire	-	200 mtrs bimonthly
(x)	Appropriate tools	-	As per Annexure II Part H
(xi)	PVC 25 mm dia Hose pipe	-	1000 mtrs twice in year
(xii)	02 Electric Grass cutting machine & 01 Manual Machine	-	
(xiii)	Mud /PCC pots	-	100 pots (12" & 10"-Each) Per year
(xiv)	Ladder( with stand)of height 10 Mtrs-	-	01 ( for pruning )

b) Other consumables / spare parts / accessories apart from the aforesaid list shall be purchased by the contractor from the market as approved and the cost of same will be reimbursed as per actual on production of **original bills by the vendor with 10 % service charges and the relevant payment shall be made along with monthly bills.**

c) MP-IDSA may carry out surprise check of items held in store at any time. The contracted firm and its supervisor will be responsible to maintain the required stock of item as mentioned in clause 34 (a) above. The institute reserves the right to reject any consumables which do not conform to the required specifications.

35. **Termination of Contract:** The agreement / work order can be terminated by MP-IDSA or the contractor shall be required to give three month advance notice in writing for termination of contract, failing which the security deposit shall stand forfeited. During the period of such notice, the performance of work shall not hamper and both parties continue to abide by their respective obligations. On termination of the contract for any reason whatsoever, the selected vendor will remove their personnel and material immediately from the premises of MP-IDSA.

36. Notwithstanding the provisions of the above Clause-35, the work order shall be liable to be terminated forthwith by MP-IDSA at its sole discretion in the event of contravention of terms and conditions as stipulated above. The terms "CONTRAVENTION" shall include acts of commission as well as omission.

37. **Police Verification.** Contractor will be responsible to ensure that the staff employed by him are security cleared by Police Station of the worker's residential area. Police verification is to be submitted for all employees at least 10 days prior to commencement of work or before any person is replaced. The Contractor will also ensure that no person employed by him had been/ is involved in anti-state activities.

38. **Force Majeure.** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (01 day) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural

disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Work order.

39. **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 the Principal Secretary / Secretary (of the Administrative Department), Government of NCT of 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.

40. **Jurisdiction of Court.** The courts at Delhi / New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

\*\*\*\*\*

**MP-INSTITUTE FOR DEFENCE STUDIES AND ANALYSES**  
**No 1 Development Enclave, Rao Tula Ram Marg**  
**Delhi Cantt, New Delhi – 110 010**

**E-TENDER NOTICE FOR ARBORICULTURE SERVICES  
(TECHNICAL BID)**

**INFORMATION OF TENDERER FOR PROVIDING ARBORICULTURE SERVICE**

Brief Biodata with Check list of the Tenderer (**Kindly refer NIT for submission**)

NAME AND ADDRESS OF THE COMPANY

1. NAME OF CONTACT PERSON

(With Tel. No., Fax, Mobile No. E-mail & Res. Tel No.)

2. INCOME TAX /PAN Number(With documentary proof)– Attach ITR of last three financial yrs.

3. Audited Balance sheet for last three financial yrs. – Attach self-attested photocopies

4. GST No. (With documentary proof)

5. EPF REGN. NO (With documentary proof)

6. ESI REGN. NO. (With documentary proof )

7. NATURE OF OWNERSHIP-

PRIVATE/PUBLIC/COMPANY/PROPRIETORSHIP/PARTNERSHIP

(Please provide details with documentary evidence)

8. Details Of Similar Work Experience of last three years to whom the Arboriculture Services had been provided (Please attach annexures with details of Organization's Name with address, number of manpower deployed, time period, contact person's reference with Contact No).

9. Details of present assignments (Please attach annexures with details of Organization's Name with address, number of manpower deployed, time period, contact person's reference with Contact No).

10. Details of manpower on roll of your organization (Attach organization chart)

11. Any other information, please specify with documentary evidence.

12. DETAILS OF EMD ENCLOSED. \_\_\_\_\_

**Note:-** Similar works means such horticulture/gardening work in a Central Govt./State Govt Deptt./ Office or in a PSU

(SIGNATURE WITH STAMP)



**MP-INSTITUTE FOR DEFENCE STUDIES AND ANALYSES**  
**No 1 Development Enclave, Rao Tula Ram Marg**  
**Delhi Cantt., New Delhi – 110010**

**TENDER FORM FOR PROVIDING ABORICULTURE SERVICES**  
**TECHNICAL BID**

1. Brief Bio data of the Tenderer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Name, Address with Telephone \_\_\_\_\_  
Number of the Firm/agency \_\_\_\_\_  
\_\_\_\_\_
3. Name, Designation, Address \_\_\_\_\_  
and Telephone number of \_\_\_\_\_  
authorized person of the Firm/ \_\_\_\_\_  
agency. \_\_\_\_\_
4. Firm Registration \_\_\_\_\_  
(Please enclose the copy) \_\_\_\_\_
5. Please specify as to whether \_\_\_\_\_  
Firm is sole proprietor / a. \_\_\_\_\_  
Partnership firm. (Enclose b. \_\_\_\_\_  
Documents for partnership deed) c. \_\_\_\_\_
6. PAN number & Income Tax \_\_\_\_\_  
Return of last 03 financial years \_\_\_\_\_  
\_\_\_\_\_
7. Provident Fund Account Number \_\_\_\_\_  
(Please enclose a copy) \_\_\_\_\_
8. ESI Registration Number \_\_\_\_\_  
(Please enclose a copy) \_\_\_\_\_
9. GST Number(Please enclose a copy) \_\_\_\_\_

**Affix duly  
Attested PP  
Size  
Photograph  
Of the  
Tenderer**

10. Details of Audited Balance sheet of last three financial years.
11. Details of permanent manpower on rolls of your organization. (Attach organization chart)
12. Details of earnest money deposited
  - a) Amount Rs. \_\_\_\_\_  
Rs.(in words) \_\_\_\_\_
  - b) Demand Draft / Pay Order No. \_\_\_\_\_
  - c) Date of issue of DD/PO \_\_\_\_\_
  - d) Name of issuing Bank \_\_\_\_\_
13. Details of experience in the relevant Field (min 3 yrs).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. Details of Work in hand  
\_\_\_\_\_  
\_\_\_\_\_
15. Firm registered Office in Delhi NCR only): \_\_\_\_\_
16. Declaration by the Contractor:

This is to certify that I / we have read and fully understood all the terms and conditions mentioned in the tender document and undertake myself/ourselves to abide by them.

(Signature of Tenderer) \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone (O) \_\_\_\_\_  
 (R) \_\_\_\_\_  
 Date \_\_\_\_\_

**INSTITUTE FOR DEFENCE STUDIES AND ANALYSES**  
**No 1 Development Enclave, Rao Tula Ram Marg**  
**Delhi Cantt., New Delhi – 110 010**

**TECHNICAL BID**

**CHECK LIST OF SELF ATTESTED COPIES OF DOCUMENTS ATTACHED WITH THE TENDER**

1.	Firm Registration	Yes / No	(Page No.)
2.	PAN Number	Yes / No	( -do- )
3.	Provident Fund Account Number issued by the competent authority	Yes / No	( -do- )
4.	ESI Registration No. issued by the Competent Authority	Yes / No	( -do- )
5.	Demand Draft / Pay order / for earnest money	Yes / No	( -do- )
6.	GST Number.	Yes / No	( -do- )
7.	Certificate of Experience of last three years	Yes / No	( -do- )
8.	Details of present assignments/work in hand	Yes / No	( -do- )
9.	Audited balance sheet for last three financial Years	Yes / No	( -do- )
10.	Income Tax Return for last three financial years	Yes / No	( -do- )
11.	Firm registered Office in Delhi NCR only	Yes / No	( -do- )
12.	Declaration by the firm on Rs. 10/- non judicial stamp paper stating "not blacklisted by any Govt. department"	Yes / No	
13.	Signed INTEGRITY PACT (Appendix A)	Yes / No	

Signature of Tenderer  
With Seal

\_\_\_\_\_

**Note:** - Scanned documents in support of each of the above should be enclosed and uploaded with the Technical Bid. Simple information without supporting documents shall not be considered as valid. Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected

(ON A e- STAMP PAPER of Rs.10/-)

**UNDERTAKING**

To,

Assistant Director

MP-Institute for Defence Studies and Analyses

No 1 Development enclave,

Rao Tula Ram Marg, Delhi Cantt

New Delhi - 110010

Name of the tender: **Maintenance of Arboriculture Services**

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document. Before signing this bid, I have read and fully understood all the terms, conditions and instructions contained therein and undertake myself/ourselves to abide by them.
2. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions and any other charges applicable from time to time. I/We shall pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government of NCT Delhi from time to time and shall be fully responsible for any violation.
3. I/We have not been blacklisted by any Govt. / PSU / autonomous body of any state as well as central Govt.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company/Firm/Contactor Letter Head)**

To,

**MP-MP-IDSA**  
**No 1, Development Enclave**  
**Rao Tularam Marg, New Delhi-110010.**

Name of Tender / Work: **Maintenance of Arboriculture Services**

Dear Sir/Madam,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned „Tender/Work“ from the web site(s) namely: <http://eprocure.gov.in/epublish/app> ,[www.MP-IDSA.in/](http://www.MP-IDSA.in/) <https://www.gem.gov.in> as per advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the work and I/we shall abide and also signed all pages of tender document including integrity pact (Appendix A) hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We certify that all information furnished by the our Firm/company/contractor is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit/Security deposit or both absolutely.
6. The downloaded tender document as published at the website <http://eprocure.gov.in/epublish/app> ,[www.MP-IDSA.in/](http://www.MP-IDSA.in/) <https://www.gem.gov.in> in has been used for bidding in this tender. It is certified that no modification has been done to the contents of the document.
7. Having visited the site condition and examined the conditions of contract, specifications and schedule of quantities for the above named work, we offer to

undertake and complete the whole of subject work in conformity with the said conditions of the contract and schedule of quantities of this quotation.

8. I/We undertake to complete and deliver the whole of the work comprised in the contract within the time limit.

Dated ..... Day of .....

Signature.....In the capacity of .....  
Duly authorized to sign for and on behalf of.....  
Name and address of the tenderer.  
(IN BLOCK CAPITALS)

**CERTIFICATE**  
**(PERFORMA FOR NO NEAR RELATIVE (S) OF THE**  
**CONTRACTOR WORKING IN MP-MP-IDSA)**

(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I ..... S/O  
Sh.....

R/o..... Hereby certify that none of my relative (s) as defined in the tender document is/are employed in MP-IDSA as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the Tenderer with seal

The near relative (s) means: -

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-inlaw), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the Tenderer with seal

**DECLARATION**  
**(FOR EPF & Misc provisions Act 1952/ The Code on Wages, 2019)**  
**(To be given on Company/Firm/Contactor Letter Head)**

I .....(name of the contractor/agency)  
hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952/  
The Code on Wages and authorize MP-IDSA to recover any payment that arises due to  
failure to comply with any of the Labour legislations and statutory conditions viz., Labour,  
EPF,ESI & Bonus etc., or any other acts dealing with the same and all other acts  
mentioned in the tender document.

Place: Signature of tenderer/Authorized Signatory

Date :

Name of the Tenderer Seal of the Tenderer



**List of Annual Flower seedlings/cutting & Shade loving Plant**

<b>Sno.</b>	<b>Descriptions</b>	<b>Nos. of Plant/sampling</b>
1	Alyssum	100 Nos.
2	Calendula Double	100 Nos.
3	Chrysanthemum Double (Guldaudi)	100 Nos.
4	Dahlia Double	100 Nos.
5	Marigold French Hybrid	100 Nos.
6	Marigold Inca Hybrid	100 Nos.
7	Petunia Hybrid	100 Nos.
8	Gazania Hybrid	100 Nos.
9	Dianthus Hybrid	100 Nos.
10	Stock Double	100 Nos.
11	Areca Palm having ht. 90 cm to 1.20 m with 4 to 5 suckers, well developed, fresh and healthy with lush green foliage in 14 inches size of Earthen pot / Plastic pot.	20 Nos.
12	Croton Duck Foot (Elite) having ht. 60 cm to 75 cm with 4 to 5 branches, well developed, fresh and healthy colorful leaves in 12 inches size of Earthen pot / Plastic pot.	20 Nos.
13	Croton Golden (Broad Leaves) having ht. 60 cm to 75 cm with 3 to 4 branches, well developed, fresh and healthy leaves in 12 Inches size of Earthen pot / Plastic pot.	20 Nos.
14	Dahlia double kenya variety in different colour well developed with 3 to 4 flowers in half bloom, good foliage stacked with Green painted Bamboo sticks, 45 to 60 cm height in 25 cm Earthen Pot/Plastic Pot.	50 Nos.
15	Marigold(Tagetes) inca hybrid different colour having 30 cm and above ht., with 6 to 8 flowers in bloom & blooming condition, well developed pot should be fully covered with fresh and healthy, foliage and flowers in 20 cm Earthen Pot/Plastic Pot.	50 Nos.
16	Standard Rose (H.T. variety) 3 to 4 healthy branch 90 cm and above ht. well developed with one and above flowers in 25 cm Earthen Pot,	20 Nos.
17	Renovating lawns including weeding, cheeling the grass, forking the ground, top dressing with sludge or manure, mixing the same with forked soil, watering and maintaining the lawn for 30 days or more till the grass forms a thick lawn free from weeds and fit for mowing and disposal of rubbish as directed, including supplying good earth ,the cost of sludge and manure .	<b>Per Sqm rate</b>

**CONTRACTOR WILL ENSURE MINIMUM NUMBER OF FARM TOOL / EQUIPMENT  
REQUIRED WHOLE DURATION OF THE CONTRACT PERIOD**

**List as mentioned below:-**

(i)	Lawn mower Electrical mover	Each 02 (24")
(ii)	Lawn mover manual	Each 02
(iii)	Bush cutter	Each 01
(iv)	Plants cutter	Each 05
(v)	Spade	Each 05
(vi)	Shovel	Each 01
(vii)	Chopper Wood	Each 04
(viii)	Khurpee beading	Each 08
(ix)	Axe Picks	Each 01
(x)	Pin Motor (Tassla)	Each 01
(xi)	Wheel Barrow	Each 01
(xii)	Tricycle (Rikshaw)	Each 01
(xiii)	Talwar (Grass cutter)	Each 04
(xiv)	Water Shower by hand	Each 04
(xv)	<b>Garbage disposal</b>	<b>40 trippers</b>
(xvi)	Geru/Chuna	05 Kg Each per month
(xvii)	PVC 25 mm dia Hose pipe	06 Rolls (60 Mtrs) yearly
(xviii)	Fertilizers / Manure	06 tripper trucks in year
(xix)	Urea and DAP	50 Kgs (Each) per year
(xx)	Bone mill/Neem Khali	50 Kgs (Each) per year
(xxi)	Pesticides / Insecticides	05 Ltrs per month
(xxii)	<b>Mud /PCC pots</b>	<b>100 pots (12" &amp; 10"-Each)/Year</b>
(xxiii)	<b>FRP Planters Height -13" Diameter-16"(Round shape)</b>	<b>50 Planters</b>
(xxiv)	Ladder with stand (10 Mtrs height)-	01

**MP-INSTITUTE FOR DEFENCE STUDIES AND ANALYSES**  
**NO 1 DEVELOPMENT ENCLAVE, RAO TULA RAM MARG,**  
**DELHI CANTT, NEW DELHI – 110 010**

**SCOPE OF WORK**

**MAINTENANCE OF ARBORICULTURE, LANDSCAPING WORKS & ALLIED SERVICES IN MP-IDSA COMPLEX AT DELHI CANTT, NEW DELHI quotes**

<b>Sl</b>	<b>Description of Work</b>	<b>Unit</b>	<b>Qty</b>
1.	Maintenance of Fruit bearing trees, all as per Standard work procedure	Nos.	50
2.	Maintenance of Non Fruit bearing Trees, all as per standard work procedure	Nos.	300
3.	Maintenance of all Shrubs, as per standard work procedure	Nos.	240
4.	Maintenance of all creepers, as per standard work procedure	Nos.	100
5.	Maintenance of all Lawn, as per standard work procedure	Sq m	2347
6.	Maintenance of all Ground Covers, all as per standard work procedure	Sq m	591
7.	Provision of 01 operator for regular operations and upkeep of the listed equipments / installations including regular cleaning of tiles of fountain / water body by approved chemical/ detergent and watering/ dewatering etc. all complete as per directions of Assistant Director.	Job	1
8.	The Consumable/ spare parts/ accessories which are essentially required for maintenance jobs and any repair work required to be done by other agencies/specialists, these shall be arranged by the contractor & paid for as actual cost of items with (plus) 10% to cover his overheads & profits on production of original paid bills along with monthly payment. The register shall be maintained for consumption of these items.		
9.	a) Sprinklers 6 mm dia. with stand b) Sprinklers 20 mm dia. with stand c) Tentative No of Trucks for Garbage disposal	Nos. No.s Nos.	05 05 40
10.	<b>INDOOR / OUTDOOR POTTED PLANT</b> a) Liliium in 24" Pots b) Ficus Benjamina 7'-8' ht c) Ficus panda 3' ht d) Ficus panda 6'-7' ht e) Phoenix Palm 3'-4' ht f) Aerocaria 4'-5' ht in 12" Pots g) Areca Palm 5'-7' ht in 12" Pots h) Rhaps Palm 4'-5' in 12" Pots	Nos. Nos. Nos. Nos. Nos. Nos. Nos. Nos.	80 100 28 20 35 25 15 20

SI	Description of Work	Unit	Qty
	i) Ferns/ chlorophytum / ophiopogum in 8" Pots	Nos.	45
	j) Flower plants in pots	Nos.	180
	k) Philodendron/money plant 3'-4' ht with moss stick in 10" pots	Nos.	44
	l) Dahlia Chrysanthemum in 10" Pots	Nos.	20
	m) Sun of India 3'-4' ht in 12" pots	Nos.	34
	n) Syngonium	Nos.	30
	o) Bougainvillea	Nos.	25
	p) Fruits	Nos.	10
	q) Miscellaneous potted plants	Nos.	70

### Description of work

1. **Trees.** Regular watering, loosening of soil, de-weeding, staking (New plants), pruning and shaping to keep in presentable form at all times, trimming, manuring with well rotten organic manure once, fertilizer application twice annually and spraying of insecticides / fungicides as and when required.
2. **Shrubs.** Regular watering , loosening of soil weekly , de-weeding, trimming and pruning to keep it in presentable form at all times, manuring with well rotten organic manure once, fertilizer application twice annually and spraying of insecticides / fungicides as and when required.
3. **Hedge.** Regular watering, de-weeding, trimming and pruning to keep it in presentable form at all times, cleaning of bed, loosening of soil weekly, manuring with well rotten organic manure once, fertilizer application twice annually and spraying of insecticides / fungicides as and when required.
4. **Lawn.** Watering, deweeding, mowing, manuring with well rotten organic manure once and fertilizer application twice annually and spraying of insecticide / fungicides as and when required.
5. **Ground Cover.** Regular watering, de-weeding, shaping, manuring with well rotten organic manure once, fertilizer application twice annually and spraying of insecticide / fungicides as and when required.
6. **Ornamental Plants.** Regular watering, loosening of soil fortnightly, de-weeding trimming and pruning to keep it in presentable form at all times, manuring with well rotten organic manure once and fertilizer application twice annually, spraying of insecticide / fungicides as and when required.
7. **Staking With Bamboo Sticks:** All staking shall be done immediately after planting. Plant shall stand plumb after staking. Drive stake perpendicularly, 60 cm – 90 cm as require to resist forces of the wind in to ground at edge of root ball. Single stake shall be located on the windward side of the tree. For balled root should be used to probe through the root system, to make a pilot hole, into which the stake can be driven with minimum disturbance.

8. **Pruning:** Broken or badly bruised branches shall be removed with a clean cut. Each plant shall be pruned to preserve its natural character and, in a manner, appropriate to its particular requirements. The amount of pruning shall be limited to the minimum necessary. All pruning shall be done with sharp tools in accordance with instruction of the consultant. Pruning cuts shall be painted with recommended paints, if required.

9. **Watering:** During and after planting, the plants shall be watered in to eliminate air voids around the roots and watered regularly as per schedule mentioned under Schedule of works.

10. **Shurb Planting:** Shrubs shall be positioned in the location and numbers shown on plan and placed to achieve even spacing and proper matching of shapes related in a random fashion at approximately equal centers to obtain a natural dense cover. The pits for shrubs shall be 45 cm in diameter and 45 cm deep at exact positions as specified under Schedule of work.

- Polythene and other non-perishable containers should be removed and any badly damaged roots should be carefully pruned. The shrubs should then be set in pits so that the soil level, after settlement, will be at the original mark on the stem of the shrub.

- The planting pit shall be backfilled with planting soil mix to half its depth thoroughly firmed around the roots by treading to eliminate air voids. The remainder of the soil can then be returned and again firmed by treading,

- Tall shrubs may need staking: Which shall be approved by the officer in charge, depending upon the conditions of individual plant specimen.

12. **Schedule Of Charge Of Services: -**

- Maintenance of plants: Watering, Training, Pruning, Hoeing, Weeding, making basin, Manuring, Plant protection etc. as per direction of Office in-charge.

- Maintenance of hedges in median: Cutting or clipping hoeing/weeding 1-2 times in months, watering, manuring as per direction office-in- charge.

- Disposal of Garbage/organic waste: All Horticulture waste generated by hoeing, weeding, mowing of lawns, cutting grass sword, clipping of hedge, dead leaves and annuals are to be disposed off at anyplace as directed by office-in-charge so as to be maintain the tidiness of the area.

- Training & Pruning: To provide desired form and size to plants, regular training and pruning by cutting and removing undesired part of twigs/ over crowding and to make desired form, shape and size of plants

- Time of pruning: - Generally, two pruning is required in a year i.e. December to January and May to June. (Light pruning can be done anytime as required)

**FORMAT FOR INTEGRITY PACT**  
(To be given on Company Letter Head)

This Integrity Agreement is made at ..... on this ..... day of .....2023. BETWEEN President of India represented through Director General MP-IDSA ,No.1Development Enclave, Rao Tula Ram Marg, Delhi Cantt – 110 010, 'OWNER', which expression shall unless repugnant to the meaning or context hereof include its Successors and permitted assigns) AND ..... through ..... (Hereinafter referred to as ..... in M/s. ....) "Bidder/CONTRACTOR" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the OWNER has floated the Tender for "Providing Arboriculture Services" (hereinafter referred to as "Tender") and intends to award, under laid down organizational procedure, contract for "Providing Arboriculture Services" hereinafter referred to as the "Contract".

AND WHEREAS the OWNER values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and CONTRACTOR(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Clause 1: Commitment of the OWNER

The OWNER commits itself to take all measures necessary to prevent corruption and to observe the following principles: No employee of the OWNER, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The OWNER will, during the Tender process, treat all Bidder(s) with equity and reason. The OWNER will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

The OWNER shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

If the OWNER obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the OWNER will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### Clause 2: Commitment of the Bidder(s)/CONTRACTOR(s)

It is required that each Bidder/CONTRACTOR (including their respective officers, employees & agents) adhere to the highest ethical standards, & report to the Government/Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process & throughout the negotiation or award of a contract.

The Bidder(s)/CONTRACTOR(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:- The Bidder(s)/CONTRACTOR(s) will not, directly or through any other person or firm, offer, promise or give to any of the OWNER's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

The Bidder(s)/CONTRACTOR(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

The Bidder(s)/CONTRACTOR(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/CONTRACTOR(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the OWNER as part of the business relationship, regarding plans, technical proposals & business details, including information contained or transmitted electronically.

The Bidder(s)/CONTRACTOR(s) will, when presenting his bid, disclose and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

The Bidder(s)/CONTRACTOR(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

The Bidder(s)/CONTRACTOR(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

The Bidder(s)/CONTRACTOR(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### Clause 3: Consequences of Breach

Without prejudice to any rights that may be available to the OWNER under law or the Contract or its established policies & laid down procedures, the OWNER shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/CONTRACTOR(s) & the Bidder/ CONTRACTOR accepts & undertakes to respect & uphold the Principal/OWNER's absolute right:

If the Bidder(s)/CONTRACTOR(s), either before award or during execution of Contract has committed a transgression through a violation of Clause 2 above or in any other form, such as to put his reliability or credibility in question, the OWNER after giving 14 days notice to the CONTRACTOR shall have powers to disqualify the Bidder(s)/CONTRACTOR(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ CONTRACTOR from future contract award processes. The imposition & duration of the exclusion will be determined by the severity of transgression & determined by the Principal/OWNER. Such exclusion may be forever or for a limited period as decided by the Principal/OWNER.

**Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the OWNER has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/determine the Contract according to Clause 3(1), the OWNER apart from exercising any legal rights that may have accrued to the Principal/OWNER, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee & Security Deposit of the Bidder/ Contractor.

### Criminal Liability:

If the OWNER obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the OWNER has substantive suspicion in this regard, the OWNER will inform the same to law enforcing agencies for further investigation.

### Clause 4: Previous Transgression

The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company\* in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.



If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the OWNER.

If the Bidder/CONTRACTOR can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the OWNER may, at its own discretion, revoke the exclusion prematurely.

#### Clause 5: Equal Treatment of all Bidders/CONTRACTOR(s)/Sub CONTRACTOR(s)

The Bidder(s)/CONTRACTOR(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/CONTRACTOR shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub vendors.

The OWNER will enter into Pacts on identical terms as this one with all Bidders and Contractors.

The OWNER will disqualify Bidders, who do not submit, the duly signed Pact between the OWNER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### Clause 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 48 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

#### Clause 7- Other Provisions

This Pact is subject to Indian Law, place of performance & jurisdiction is the Headquarters of the Division of the OWNER, who has floated the Tender. Changes and supplements need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners & consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions. It is agreed term & condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the OWNER in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

#### Clause 8 - Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights & remedies belonging to such parties under the Contract and/or law & the same shall be deemed to be cumulative & not alternative to such legal rights & remedies aforesaid. For the sake of brevity, both the parties agree that this Integrity Pact will have precedence over the tender documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of OWNER)  
WITNESS

Shri.....

Shri.....

(For and on behalf of Bidder/CONTRACTOR)  
WITNESS

M/s.....

M/s.....

**ANNEXURE 'IV'**

**FINANCIAL BID**

To be filled and uploaded on e-portal. The rates should be filled in the prescribed format only.

**Online Price Bid for Arboriculture services (including GST)**

Sno.	Category	Type (Unskilled/ Semiskilled / Skilled)	Total Manpower required	Total Yearly wages of each category of worker including EPF,ESIC,Admin charge & Bonus etc ( For 312 days in a Year) (Rs.)
	(1)	(2)	(3)	(4)
(i)	Gardener Supervisor	Semiskilled	01	
(ii)	Gardener	Unskilled	09	
(iii)	Total amount for materials per year as per Annexure II Part (G & H), <b>Cost of Uniforms (as per para 8), Shoes &amp; including disposal of garbage etc.</b>			
(iv)	Service Charge (Minimum 3.85% of manpower wages)			
<b>Grand Total - (i+ii+iii+iv)</b>				

Amount Quoted in words (Rupees).....  
.....

**Note. 1.** The amount quoted should be inclusive of GST. Conditional Tenders will be rejected.

**2.** TDS & GST shall be deducted as per rules from the quoted amount and may be catered for while quoting the rates.

**3.** If any discrepancy found in quoting the financial bid in words and figures, the higher quoted amount will be considered.

**4.** If a firm quotes 'NIL' service charge /consideration the bid shall be treated as unresponsive and will not be considered.

5. Decimal value of amount shall be rounded off to nearest figure in total yearly contract amount.
6. Basic minimum Wages are as per latest Minimum Wages Gazette Notification ,NCT of Delhi.
7. All statutory components like EPF,EDLI,FPS & Admin charges are restricted to upper ceiling of Rs. 15000/-PM as per EPF Act.
8. ESIC & Bonus are calculated over minimum wages restricted to upper ceiling of Rs.21,000/-PM) shall be considered.
9. For all calculation, there shall be 26 working days in a month and a year of 12 months. The duty hours shall be 08 hours per days.
10. The bidders may inspect the site to acquaint themselves about the actual scope of work as mentioned in tender document.
11. The bidders may asked for breakdown of quoted amount as per Annexure IV.

Signature of the Bidder	.....
Name of Contractor	.....
Name of the Firm	.....
Contact No.	.....
Date	.....

Seal: