

INDIA TRADE PROMOTION ORGANISATION
(ENGINEERING DIVISION),
NEW DELHI



Annexure: I

INDIA TRADE PROMOTION ORGANISATION

E-TENDER NOTICE

Online **percentage/item rate** Tenders are invited through two bid system for “**Name of work;- Maintenance of horticulture work at Pragati Maidan up to 31/08/2020. S.H ;-Improvement, Display & Maintenance of Plants, Horticulture & Landscaping work inside Pragati Maidan premises including verges & medians of roads,green area,surrounding of exhibition Halls and Providing cut flower & other material during IITF up to 31/08/2020 at Pragati Maidan .**”

(Manual tender will not be accepted)

The detail of tender is as under.

S. N	Name of work	Time for Completion	Estimated Cost	Earnest Money	Cost of Tender
1	Name of work;-Maintenance of horticulture work at Pragati Maidan up to 31/08/2020. S.H ;-Improvement, Display & Maintenance of Plants, Horticulture & Landscaping work inside PragatiMaidan premises including verges & medians of roads,green area,surrounding of exhibition Halls and Providing cut flower & other material during IITF up to 31/08/2020. at Pragati Maidan .	Running contract up to 31/08/2020	29,97,826/-	60,000/-	590/-

1. The tender documents are available on our website www.indiatradefair.com (for reference only)& www.eprocure.gov.in and same can be down loaded. However, **the documents required such as two DDs towards Cost of Tender and Earnest money (Demand Draft should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited at upper level of Hall-7 before the close of time for opening the e-tender.** The contractor should have PAN Number,GST Number, ESI & EPF Registration Number.

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2. The contractor should have experience certificate/work done in similar type of works as per tender document
3. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

INDICATIVE CRITICAL DATE SHEET

Published Date	25/10/2019
Bid Document Download Start Date	25/10/2019
Bid Submission Start Date	25/10/2019
Bid Submission End Date	02/11/2019 at 3.00 PM
Bid Opening Date	4/11/2019 at 3.00 PM

4. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
6. Tenderer who has downloaded the tender from the ITPO's web site www.indiatradefair.com and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ITPO.
7. Intending tenderers are advised to visit again ITPO website www.indiatradefair.com and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

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EMD Payment & Tender cost:

Earnest Money Deposit & Cost of tender is to be deposited electronically by NEFT/RTGS in the account of ITPO at the below mentioned details or DD in favour of ITPO payable at New Delhi. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

BANK Details for EMD Payment through NEFT/RTGS:

Name of the Beneficiary	:	India Trade Promotion Organisation
Name of the Bank	:	Central Bank of India
Branch Address	:	PragatiMaidan, New Delhi
Account No.	:	1167404133
Type of Account	:	Saving
RTGs Code	:	CBIN 0284078
MICR CODE	:	110016150
PAN NO.	:	AAATI2955C

The Hard Copy of original instruments in respect of cost of tender document, earnest money must be delivered to **A. K.Joshi,SrManager (Civil) Upper level of Hall-7**, India Trade Promotion Organisation, Pragati Maidan, New Delhi - 110001 on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD/RTGS,etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable. EMD of other than lowest agency shall be returned.

Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.

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Submission of Tender

The tender shall be submitted online in two parts, viz., technical bid and financial bid.

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

The offers submitted by Telegram/Fax/Email shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document (As applicable):

- i) Scanned copy of as per clause 3.2.5 of eligibility criteria.
- ii) Scanned copy of PAN No, GST(Goods & services tax) Number, EPF &ESI registration number,.
- iii) Scanned copy of documents like Earnest Money Deposit, Tender cost.
- iv) Scanned copy of Tender Acceptance Letter(Annexure III)
- v) Scanned copy of Price bid undertaking(Annexure IV)
- vi) Scanned copy of list of skilled/semiskilled/unskilled workers supported with one month EPF statement as per clause 3.3.4 and 3.9.4(ii)
- vii) Scanned copy of ISO 9001
- viii) Scanned copy of minimum annual turnover not less than Rs **9.00** lacs in the preceding three financial years i. e 2016-17,2017-18,2018-19.
- ix) Scanned copy of registration certificate of the firm/ company
- x) Scanned copy of PPT Presentation as per clause 3.9.4 (i) tender document

Financial Bid

- (a) Schedule of price bid in the form of BOQ_XXXX .xls.

Annexure: II

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

REGISTRATION

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- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **“Online bidder 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 / 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) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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- 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 / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 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

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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. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) 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.

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Annexure: III

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - **Name of work;-Maintenance of horticulture work at Pragati Maidan up to 31/08/2020.**

S.H :- **Improvement, Display & Maintenance of Plants, Horticulture & Landscaping work inside PragatiMaidan premises including verges & medians of roads,green area,surrounding of exhibition Halls and Providing cut flower & other material during IITF up to 31/08/2020 at Pragati Maidan .**

Dear Sir

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your 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 from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have 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 do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertakin

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation 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 absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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Annexure: IV

FINANCIAL BID UNDERTAKING

From: (Full name and address of the Bidder)

To,

Dear Sir/Madam,

1.I submit the Price Bid **Name of work;-Maintenance of horticulture work at Pragati Maidan up to 31/08/2020**

S.H ;-Improvement, Display & Maintenance of Plants, Horticulture & Landscaping work inside PragatiMaidan premises including verges & medians of roads,green area,surrounding of exhibition Halls and Providing cut flower & other material during IITF up to 31/08/2020 at Pragati Maidan .and related activities as envisaged in the Bid document.

2 I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3.I offer to work at the rates as indicated in the price Bid.

Authorized Signatory
(Signature of the Authorized Person)

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SECTION-1

(Notice Inviting Tender)

INDIA TRADE PROMOTION ORGANISATION
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Engineering Division

No. 177-ITPO/Improvement & Maintenance of Horticulture & Landscaping work./2019-20

Dated: - **25.10.2019**

E- TENDER NOTICE

The Sr.Manager (Civil), Engineering Division, Upper level of Hall-7, India Trade Promotion Organisation, Pragati Maidan, New Delhi on behalf of CMD, ITPO invites **percentage/item rate e- tenders** for the following work from the specialized/Reputed agencies .

S . N	Name of work	Time for Completion	Estimated Cost	Earnest Money	Cost of Tender
1	Name of work;-Maintenance of horticulture work at Pragati Maidan up to 31/08/2020 .S.H;-Improvement, Display & Maintenance of Plants, Horticulture & Landscaping work inside Pragati Maidan premises including verges & medians of roads,green area,surrounding of exhibition Halls and Providing cut flower & other material during IITF, up to 31/08/2020 at Pragati Maidan .	Running contract up to 31/08/2020	Rs 29,97,826/-	Rs 60,000/-	Rs 590/-

The bids can be submitted online up to 2/11/2019 up to 3.00 PM with date of opening on **04/11/2019 at 3.00 PM**. For further details including eligibility, downloadable form of tender documents etc. please refer website www.indiatradefair.com. & www.eprocure.gov.in
Manual tenders will not be accepted. Any subsequent changes/corrigendum in this regard shall be updated on these website only.

(A.K.Joshi)

Sr. Manager (civil)

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SECTION-2

TECHNICAL BID SUBMISSION FORM

INDIA TRADE PROMOTION ORGANISATION
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TECHNICAL PROPOSAL SUBMISSION FORM

Date:

LETTER OF BID

To

The Sr Manager (Civil)
India Trade Promotion Organisation
Upper level of Hall-7,
Pragati Maidan ,
New Delhi

Ref: Invitation for Bid No. **TENDER NO.** ----- **DATED** -----

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing manpower services for the ITPO premises at Pragati Maidan, New Delhi.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of authorization for signing on behalf of company)

Full Name and Designation (To be printed on Bidder's letter head)

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SECTION-3

INSTRUCTIONS TO THE BIDDERS

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3. INSTRUCTIONS TO THE BIDDERS

3.1. GENERAL INSTRUCTIONS

- 3.1.1 For the Bidding / Tender Document Purposes, 'Office of the India Trade Promotion Organisation shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
- 3.1.2 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 3.1.3 The Bidder (hereinafter referred to as the agency or Horticulture & Landscaping (H&L) agency or Successful (Bidder) submitting the Bid Documents for Horticulture & Landscaping Services under the Bid Documents must be having ISO Certification for Service Sector since more than One Years as on **31.03.2019**.
- 3.1.4 Similar work shall mean Landscaping & Horticulture work of the Roads or Hotel/Institutional/Airport Building which shall include improvement and maintenance of horticulture and landscape with some Central/State Government Department in PSU's, State Assemblies, or similar nature of works in Five Star Hotels, similar nature of work in Domestic/ International Airports or similar nature of works in Exhibition Grounds like, Mumbai, Bangalore, Chennai and other similar Exhibition grounds.
- 3.1.5 Willing Bidders are advised to inspect the site thoroughly, understand it after having discussion with ITPO officers before submitting the Bid Documents at their own cost. Permission shall be granted by ITPO to visit the site on receipt of formal written request, reasonably in advance of the proposed visit.
- 3.1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 3.1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected
- 3.1.8. The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the India Trade Promotion Organisation, New Delhi.
- 3.1.9 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the India Trade Promotion organisation. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 3.1.10. The requirements of machinery/manpower is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

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3.1.11. The department reserves the right to reject any prospective application without assigning any reason.

(NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT)

3.2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

3.2.1. Legal Valid Entity : The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. or Proprietorship or Partnership. A proof for supporting the legal validity of the Bidder shall be submitted.

3.2.2. Registration: The Bidder should P.A.N,GST No and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation.

3.2.3. Experience: The Bidder should have experience in the similar field of providing Improvement and maintenance of horticulture and landscaping in the Government Departments/Public Sector (Central or State) / Airports for the last seven years.

3.2.5. The bidder has to submit the relevant work experience certificates,satisfactorily completed of similar work during last seven years ending last day of month **Sep2019** as detailed below:

3.2.5.1 Completed three similar works of costing not less than 40% of the estimated cost.

3.2.5.2 Completed two similar works of costing not less than 60% of the estimated cost.

3.2.5.3 Completed one similar work of costing not less than 80% of the estimated cost. (If the work executed in more than one year, then proportionate work done will be calculated in one year)

3.2.5.3 Attested copy of the audited balance sheets by C.A for the completed three financial years i.e. for 2016-17, 2017-18 & 2018-19.

3.2.5.4 Should have had average annual financial turnover of Rs.**09.00** Lakh during the last three years ending **31st March 2019**.

3.2.5.5 Should possess valid ISO 9001 Certification for Design, Development and Maintenance of Landscaping – Hardscaping&Softscaping Services which is issued prior to 31.03.2019.

3.3 DOCUMENTS SUPPORTING THE MINIMUM ELIGIBILITY CRITERIA

3.3.1 In proof of having fully adhered to the minimum eligibility criteria at 3.2.1, copy of Certificates of Incorporation issued by the respective registrar of firms/companies.

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- 3.3.2 In proof of having fully adhered to minimum eligibility criteria at 3.2.2, copies of PAN, GST No, EPFO Registration, ESIC Registration shall be acceptable.
- 3.3.3 In proof of having fully adhered to minimum eligibility criteria at 3.2.3, copy of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs / Airport Concessionaire shall be acceptable.
- 3.3.4 Copy of manpower wages roll and EPFO Challan of any one month during last one year in support of available manpower (duly submitted to EPFO).

3.4 EARNEST MONEY DEPOSIT:

- 3.4.1 The bids without Earnest Money & tender cost shall be summarily rejected.
- 3.4.2 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.4.3 The EARNEST MONEY may be forfeited:
 - 3.4.3.1 If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - 3.4.3.2. In case of successful bidder, if the bidder
 - 3.4.3.2.1 Fails to sign the contract in accordance with the terms of the tender document
 - 3.4.3.2.2 Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - 3.4.3.2.3 Fails or refuses to honor his own quoted prices for the services or part thereof.

3.5 VALIDITY OF BIDS

- 3.5.1 Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Bids.
- 3.5.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 3.5.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

3.6 PREPARATION OF BIDS

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- 3.6.1 Language: Bids and all accompanying documents shall be in English or in Hindi.
- 3.6.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document along-with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.
- 3.6.3. Documents comprising the Bid:
1. Technical Bid Submission Form duly signed and scanned on Company's letterhead.
 2. Scanned tender document must be duly signed & stamped.
 3. Scanned Contact Details Form, duly filled and signed.
 4. Scanned copy of Financial Capacity form – filled in signed and stamped.
 5. Earnest Money Deposit of Rs **60,000/-** (Rupees Seventy eight thousand, only)
 6. All scanned supporting document in proof of having fully adhered to minimum eligibility criteria as eligibility criteria.
- 3.6.4 Financial Bid: Bidder should submit financial Bid in the Price Schedule in BOQ_XXXX.xls.form in the Tender Document.

3.7. BID OPENING PROCEDURE

- 3.7.1. The Technical Bids shall be opened on as dates mentioned in NIT by the Committee authorized by the competent authority of the office of the India Trade Promotion Organisation in the presence of such bidders who may wish to be present or their representatives.

3.8 CLARIFICATION ON TECHNICAL BID EVALUATION.

- 3.8.1. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 3.8.2. If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 3.8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

3.9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

- 3.9.1. The Client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.

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3.9.2. The tendering evaluation shall be done on weightage with 70% to Technical Evaluation and 30% to financial evaluation.

3.9.3. The technical bid evaluation shall be done based on the following criteria:

3.9.4. During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

(i)	PPT Presentation	Max. 75 Marks
	(a) Concept : Overall Proposal, Details of Foliage, Plants, Grassing area etc.	25 Marks
	(b) Design : Aesthetics, Density of Plants & Methodology adopted for execution and its maintenance.	10 Marks
	(c) Sustainability: Sustainability with respect to Delhi Climate, Water Conservation, Environment improvement etc.	15 Marks
	(d) Maintenance: Action Plan for Maintenance	25 Marks
(ii)	Establishment	Max . 25 Marks
	(a) A qualified Landscape Architect / Architect /Designer in the Establishment of the applicant.	10 Marks
	(b) Technical supervisor possessing BSc Horticulture /BSc Agriculture degree with minimum 3 years of Horticulture experience or supervisors processing minimum Diploma in Agriculture / Horticulture with minimum 5 years of experience	a) up to 2 Nos 5 Marks
		b) More than 2 Nos 10 Marks
	(c) Malis	a) Up to 20 Nos 1 Marks
		b) 21 Nos to 40 Nos 2 Marks
		c) 41 Nos to 60 Nos 3 Marks
		d) 61 Nos to 80 Nos 4 Marks
		e) 81 Nos or more 5 Marks

3.9.5. A Bidder should secure mandatorily a minimum of 70% marks (i.e. 70 marks out of total 100 marks in Technical Evaluation in order to be a qualified bidder for being eligible for Technical weight-age and subsequently for opening of financial bids.

3.9.6 The total marks obtained by a Bidder in the technical bid shall be located 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration 1 (for Technical Weightage)

If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation his

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technical evaluation value shall be: 56 i.e. $\{80 \times 70\%$

3.9.7 The Bidder shall be required to produce copies of the relevant documents in support of 3.9.4 (i, ii) in addition to the documentary evidences of **para 3.2.1** for being considered during technical evaluation.

3.9.8 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of Para 3.10. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be unopened.

- (i) The responsiveness of the bid, i.e.; receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.
- (iii) Documents in proof of meeting the minimum eligibility criteria.

(iii) Any other documents as required to support the responsiveness of the bidder, as per tender.

3.9.9 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the financial **Bid opening online.**

3.10 FINANCIAL BID OPENING PROCEDURE

3.10.1. The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

3.10.2. Mere 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 following due procedure as explained in para 11.

3.11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

3.11.1. The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.

3.11.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 30 marks (i.e. $30\% \times 100$) and his total scores of the bid shall be as per Illustration 2 below:

Illustration 2

If the Bidder at Illustration 1 is L-1 Bidder and quoted Rs.100/- for being L-1, then his total value shall be 86 i.e. (56 Technical Value + 30 Financial Value)

3.11.3 The financial scores of the other bidders (i.e. L-2, L-3...and so on) shall be computed as

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under and as explained at Illustration 3 below:

$$30 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value (L-2 OR L3..)}$$

Illustration 3

If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L-2 shall be computed as under

$$30 \times 100 (\text{lowest prices-L1}) / 125 (\text{quoted prices} - \text{L2}) = 24 (\text{financial score})$$

Therefore L-2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value)

3.11.4. The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.

3.11.5 The Bidder meeting the minimum eligibility criteria and with the highest marks/ rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible L-1 Bidder for further process.

3.11.6 If there is a discrepancy between words and figures, the amount in words shall prevail.

3.12 RIGHT OF ACCEPTANCE:

3.12.1 The Office of the India Trade Promotion Organisation, reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the India Trade Promotion Organisation in this regard shall be final and binding.

3.12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

3.12.3 The competent authority of the office of the India Trade Promotion Organisation reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

3.12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the India Trade Promotion Organisation reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

3.12.5 The office of the India Trade Promotion Organisation may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

3.13. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

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- 3.13.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him.
- 3.13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 3.13.3 The time taken between the date of issue of LOA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

SECTION-4

GENERAL CONDITIONS OF CONTRACT (GCC)

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3. GENERAL CONDITIONS OF CONTRACT

4.1. GENERAL

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule.

4.2. DEFINITIONS

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
Party	The word "party" means the Successful Bidder to whom the work of providing manpower services has been awarded and the Client "Office of the India Trade Promotion Organisation".
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing manpower services in its premises
Notice to Proceed	Shall mean the date at which the manpower services are to commence in Client's premises.
'Confidential Information'	Shall mean all information that is not generally known and which is obtained/ received during the tenure of the contract and relates directly to the business/ assets of Client including the information having the commercial value.
Termination Date"	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of Providing horticulture services in Client's premises have been awarded.

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4.3 CONFIDENTIALITY

- 4.3.1. The Contractor shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 4.3.2 If the Contractor receives enquiries from Press/News/Media/Radio/Television or other bodies/persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

4.4. PERFORMANCE GUARANTEE

- 4.4.1 The successful bidder within ten days of the acceptance of the LOA shall execute a Performance Guarantee in the form of DD/ FD pledged to ITPO of any bank, a sum 5% of the accepted contract value in favour of India Trade Promotion Organisation, payable at New Delhi.
- 4.4.2 The Performance Guarantee can be forfeited by order of the competent authority of the Office of the India Trade Promotion Organisation in the event of any breach or negligence or non-observance of any terms/condition of contractor for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Performance Guarantee as may be considered by the Office of the India Trade Promotion Organisation sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- 4.4.3. On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

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4.5 NOTICE TO PROCEED

After the acceptance of the LOA and Performance Guarantee money from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorizing him to **start the work** at the specified locations.

4.6 SIGNING OF CONTRACT AGREEMENT

4.6.1 The successful Bidder shall enter in to contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services on a non-judicial stamp paper of Rs. 100.00.

4.7 SERVICES REQUIRED BY THE CLIENT

4.7.1 The Contractor shall be providing manpower and machinery for the said work in Client's premises as per the details given herein, as required by the Client to be read with the General Conditions, Additional Conditions, Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

4.7.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

4.7.3 The Contractor shall provide manpower and machinery for Landscape & Horticulture services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

4.8. COMMENCEMENT OF SERVICES

The Contract shall be come legally binding and inforce only upon:

4.8.1 Submission of Performance Guarantee in accordance with Clause **4.4.1.**

4.8.2 **The Contractor shall commence** Improvement & Maintenance of Horticulture & Landscaping work **services in Client's premises with in 2 days from the date of receipt of Notice to Proceed/ as per award letter.**

4.9. CONTRACTOR'S OBLIGATIONS

4.9.1. The Contractor shall provide Improvement & Maintenance of Horticulture & Landscaping work services at Client's premises as per Schedule of **Work/ Requirements** which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

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- 4.9.2. The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services here under and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable .
- 4.9.3. The Contractor shall submit to Client the details of amount deposited on account of E.P.F and E.S.I in respect of the deployed personnel to the concerned authorities from time to time..
- 4.9.4. The Client shall have the right, with in reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the Client, emergencies, exempted.
- 4.9.5. The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 4.9.6 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of housekeeping Services in accordance with Schedule of Requirements.
- 4.9.7. The Contractor shall issue identity cards/identification documents to all its employees who will be instructed by the Contractor to display the same.
- 4.9.8 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or any thing arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 4.9.9 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 4.9.10 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.
- 4.9.11 The Contractor shall cover all its personnel under the relevant laws of E.P.F, Labour, E.S.I etc. Proof of the same should be submitted by the Contractor quarterly.
- 4.9.12 **The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.**
- 4.9.13. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 4.9.14 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

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4.9.15 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

4.10. CONTRACTOR'S PERSONNEL

4.10.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work there of.

4.10.2 The Contractor shall submit its Organisation Chart, showing there in the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel.

4.10.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform including proper name badges.

4.11 .CONTRACTOR'S LIABILITY

4.11.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of their manpower services to the Client.

4.11.2. The Contractor shall not be liable in any way what so ever and the Client here by expressly waives any right to, any loss, injury, damage, cost or expense of what so ever nature directly or indirectly:

4.11.3 Caused by, resulting from or in connection with any Act of T error is mor any Biological or Chemical Contamination or any Nuclear Risks;

4.11.4 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower Services to the Client.

4.11.5 The Contractor shall not Sub-Contractor Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

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4.12 CLIENT'S OBLIGATIONS

- 4.12.1 The Client shall comply with and fulfil the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.
- 4.12.2 To enable the Contractor to provide the Improvement & Maintenance of Horticulture & Landscaping work services, the Client shall ensure that their staff is available to provide such assistance.
- 4.12.3 Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employers relationship with any of the workers of the Contractor.

4.13. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period **up to 31/08/2020** from the date of award subject to continuous satisfactory performance. In case of breach of Contractor in the event of not fulfilling the minimum requirements /statutory requirements, the Client shall have the right to terminate the contract forth with in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority of the office of the Client. The initial period ,can be further extended, subject to satisfactory services at the sole discretion of the office of the Client.

4.14. PAYMENTS

- 4.14.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the manpower services.
- 4.14.2 The prices in the Price Schedule shall be exclusive of GST (Goods & Services tax), or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 4.14.3 The Contractor shall raise invoice per month and submit the same to Client by 7th of every following month. The Client shall make all endeavours to make payments with in **15-20 days** from the date of the receipt of the invoice to the Contractor.
- 4.14.4 The initial cost of the Contract shall be valid for **up to 31/08/2020** No price escalation shall be entertained by the Client during the period.
- 4.14.5 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the **Price Schedule**.
- 4.14.6 All payments shall be made in Indian Currency by means of RTGS/NEFT

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4.14.7 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or with holding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amounts deducted shall be deemed to be a payment so made to the Contractor. Client shall provide a certificate certifying the deduction so made.

4.14.8 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

15 FORCE MAJEURE-OBLIGATIONS OF THE PARTIES

4.15.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

4.15.2 The date of commencement of the event of Force Majeure;

4.15.3 The nature and extent of the event of Force Majeure;

4.15.4 The estimated Force Majeure Period.

4.15.4 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

4.15.6 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

4.15.7 Any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract.

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4.16 TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

4.16.1 The other party is in material breach of its obligations under this Agreement and/or, in the case of such breach escapable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach ;or

4.16.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:

4.16.3 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Guarantee shall be forfeited and encashed.

4.16.4 The Contractor does not provide manpower services satisfactorily as per the requirements of the Client or/and as per the Schedule of Requirements.

4.16.5 The Contractor goes bankrupt and becomes insolvent.

4.17. DISCLAIMER

The relatives/near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

4.18. INSOLVENCY

4.18.1 The competent authority of the office of the India Trade Promotion Organisation may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

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If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any conveyance or assignment of his efforts or enter in to any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under partnership act, or

- i) If the contractor being accompany shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue there after to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is there by put to but shall not be entitled to any gain on repurchased.

4.19 CURRENCIES OF BID AND PAYMENTS

- 4.19.1 The Bidder shall submit his price bid/officer in Indian Rupees and payments under this contract will be made in Indian Rupees.

4.20. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 4.20.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as afore said within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments there to. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

- 4.20.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

SECTION-5

ADDITIONAL CONDITIONS OF CONTRACT (ACC)

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5. ADDITIONAL CONDITIONS OF CONTRACT

- 5.1 The work shall be carried out strictly as per ITPO specifications/ CPWD specifications 2012, Part I & II with upto date correction slips.
- 5.2 The contractor shall take approval from the Sr Manager (Civil)/Electrical in writing for collection and stacking of materials.
- 5.3 The contractor must follow CPWD Safety Code as provided in general conditions of contract for CPWD Works.
- 5.4 Any damage done by the contractor or his workmen to any existing work during the course of execution of the work shall be made good by him at his own cost.
- 5.5 Contractor shall clear the site thoroughly of all rubbish etc. left out of his materials immediately on completion of the work and properly clean the site around the building to the satisfaction of the Engg.-in-Charge. Otherwise the site will be cleared by the department at his risk & cost to remove and clean the site.
- 5.6 The contractor to whom the work is awarded will have to sign the agreement on non judicial stamp papers of Rs.100/- and the cost of such stamp paper will be borne by the contractor.
- 5.7 The agency shall ensure quality of workmanship and the material used in executing the work to the satisfaction of Engineer-in-Charge. The agency should ensure reasonable up time of the facility.
- 5.8 All the works shall be executed in strict conformity with the provisions of the contract documents.
- 5.9 The agency shall alone be responsible for the engagement of, discharge of and payment to his workmen which he may engage from time to time, for the execution of the contract.
- 5.10 CONTRACTUAL RELATIONSHIP nothing herein will be construed as creating the relationship of employer and employee between the ITPO and the agency or between the ITPO and the agency's employees. The ITPO will not be subject to any obligations or liabilities of the agency or his employees, incurred in the performance of the work order unless otherwise herein authorized. The agency is an independent Contractor and nothing contained herein will constitute or designate the agency or any of his employees as employees of the ITPO.
- 5.11 **If, in the opinion of Engineer In-charge, the Agency is not employing sufficient number of workmen to complete the work in time, the ITPO will be free to carry out the work through any other Agency at the risk and cost of the Agency.**
- 5.12 .The agency should arrange the required manpower's and equipment/machines for Environmental Support Services (up keeping) within three days of issue of letter of acceptance as per the site requirements.. In case of non-deployment of machinery, the recovery shall be made as per contract conditions.
- 5.13 .In case, ITPO finds any discrepancy in the deployment of adequate no. of workers/supervisors or less use of T&P machinery for cleaning work at expected

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standard/level, the contract may be terminated after giving notice as required under Clause/Contract and Agency will not be entitled to claim any compensation from ITPO on this account.

- 5.14 The Agency shall abide by all labour laws applicable in NCT Delhi and shall pay provident fund, ESI, and other benefits to the workers etc. as required under Labour Laws and the records pertaining to such payments shall be submitted to Officer concerned of ITPO for inspection. .
- 5.15 The Agency will be fully responsible for the credentials confides and the action of the worker deployed by them in ITPO premises. The Agency shall provide name, residential address and other bio-data of all the employees engaged for this work and also get police verification done.
- 5.16 All employees of the Agency shall be issued with identity cards bearing their photographs. The cost of identity card and photographs for identity cards shall be provided by the Contractor at their own cost. The contractor shall have the identity card format approved from ITPO.
- 5.17 The Agency shall issue name badges to all their workers, which the worker shall wear while on duty. Jacket apron/uniform of the shade and pattern approved by ITPO will have to be provided to the worker, by the agency at their cost and the agency will ensure that the jacket apron/uniform worn by worker is clean and presentable, failing which a recovery of Rs.100/- each worker per day shall be made.
- 5.18 The Agency shall have the right to take disciplinary action against any person engaged/employed by him; while no right whatsoever shall vest in any such persons to raise any dispute and/or claim whatsoever against ITPO. The ITPO shall, under no circumstances be deemed or treated as the employer in respect of any persons engaged/employed by the agency for any purpose whatsoever nor would ITPO be liable for any claim(s) whatsoever of any such person(s) and this condition shall be clarified to the workers before hand and no objections be taken from the workers in this regard and given to ITPO.
- 5.19 In case ITPO is required to meet any liability in respect of any person(s) engaged/employed by the contractor by virtue of their working at the premises of the ITPO, it would be open and lawful for the ITPO to deduct the amount(s) of any such liability from and out of dues payable to the Agency.
- 5.20 The agency shall not appoint any sub contractor to carry out any obligation under the contract. In case Agency fails to perform any of the terms and conditions of the agreement or commits any breach of the contract, ITPO may terminate/cancel the contract after due notices in accordance with the contract to the Agency and take necessary action under relevant clauses of the agreement. The Agency will not be entitled to any compensation from ITPO on this account.
- 5.21 The Agency shall be responsible for the conduct and behaviors of the employees. If any employee of the agency is found misbehaving with ITPO staff, the agency shall take

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ssnecessary appropriate action as per direction of the Engineer-in-charge and may include replacement and removal of workers concerned from ITPO premises without any liability on ITPO.

- 5.22 In the event of any loss/damage being occasioned to the ITPO on the negligence of the employees of the Agency, the Agency shall make good the loss sustained by ITPO either by replacement of the material/equipment or payment of compensation. The compensation as determined by the Engineer-in-charge shall be final and binding.
- 5.23 The agency will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on 7th day of every calendar month for verification to the nominated official of ITPO. The Agency shall ensure that payment to its employees is made in the presence of an authorized representative of ITPO.**
- 5.24 The agency shall indemnify the Company, its Directors, Officers, Employees, Subsidiaries, Sub-contractors and Assignees against any losses, damages, liabilities, claims, suits, demands, actions, causes of action, expenses (including reasonable attorneys' fees), judgments, assessments, deficiencies, proceedings and charges, including but not limited to third party claims, arising or occasioned out of this Work Order.
- 5.25 The agency or its insurer will indemnify, defend and hold harmless, the Company for any damage to the property of the Company and, any all the claims for damages related to injury to or loss of property of others or injury, illness, physical or mental impairment, loss of services or death of any person that may be caused directly or indirectly by any act or omission of Contractor, its agents, employees or sub-contractors even where such damages may involve negligence or allegations of negligence on the part of the Company or its officers, employees or agents.
- 5.26 The agency shall instruct his employees to take all necessary safety precautions and ensure that such instructions are being followed by his employees so that no injury or harm is caused to workers. When working at a height above ground level, necessary safety precautions such as providing Safety Belts, etc. will be taken. For any work above ground level, the agency shall take written consent from respective site in-charge, in prescribed form, before engaging his men at site. The consent shall be taken on day-to-day basis, till the work is completed. Separate consent shall be obtained from site in-charge for engaging workmen of contractor on a Holiday.
- 5.27 The ITPO reserves its right to terminate the contract forthwith any time during the currency of the contract should be Contractor commit a breach of any of the terms and conditions of the contract or in the opinion of the ITPO, the progress of the work is not satisfactory without any reason. In such an event, the ITPO shall have the right to get the whole or part of the work as the case may be, by any third party at the risk and cost of the agency.
- 5.28 The agency shall promptly notify the ITPO of any changes in the constitution of their firm. It shall be open to the ITPO to terminate the contract on the death, retirement,

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insanity or solvency of any person being a partner in the said firm or on the addition or introduction of a new partner without the prior approval in writing of the ITPO, but such option shall not be exercised or such approval withheld unreasonably. But in the absence of any communication about termination by the ITPO as aforesaid, the contract shall remain in full force and effect notwithstanding any change in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners.

- 5.29 In the event of any dispute or difference arising out of operation of this agreement, the same shall be referred to the sole arbitration and the sole arbitrator will be appointed by the CMD, ITPO, whose decision shall be final and binding on both the parties. The venue of arbitration shall be at New Delhi. The provisions of the Conciliation and Arbitration Act, 1996 shall apply to the arbitration.
- 5.30 All the above services and any other work of similar nature, while entrusted to the Agency from time to time by the ITPO are to be rendered without causing any hindrance or disturbance to any ITPO staff working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically.
- 5.31 If workers are engaged for more than eight hours, National Holidays or any other holiday, the agency shall pay OTA to the workers at its own cost.
- 5.32 The Agency shall maintain all registers/records required under various acts, which may be inspected by ITPO and other designated authorities under Labor Laws.
- 5.33 All members of staff employed by the Agency will be subjected to security check by the security guard posted at entrance/exist of Pragati Maidan premises.
- 5.34 The workers of the agency will make their own arrangements for food and snacks while at work at their own cost and ITPO will not entertain any financial expenditure or provide any canteen facility.
- 5.35 GST/ Income tax and other taxes as applicable from time to time shall be deducted on gross amount of the bill as per rules and necessary certificates issued.
- 5.36 water charges as per applicable shall be deducted from the bills.**
- 5.37 The agency shall have to arrange his own small equipments like Phawras, Tokries, wheel barrows and T&P etc.for loading and unloading of garbage etc
- 5.38 The Agency shall have a system to attend to complaints relating to facility management in general and in particular during the fairs in the Halls.
- 5.39 ITPO shall provide office/storage and nursery space free of charge (App.500 Sq Ft) as available to the Agency within the premises of Pragati Maidan for proper monitoring and supervision of the work during the currency of the agreement. The Agency may install telephone at his cost at the above office. The consumption charges of electrical work load will be paid by the agency as worked out by ITPO.
- 5.40 All recoveries prescribed in this contract shall be final and binding on agency and no dispute whatsoever will be entertained in this regards.

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- 5.41 The detailed technical schedule for the work along with the details of machines & soil nutrients to be used and frequency of various operations required to be carried out shall provided by the agency with 15 days of allotment of the work.
- 5.42 It must be borne in mind that some activities need to be started early in the morning and completed before 10.00 AM. Similarly, some other activities can be done only on Saturdays or other holidays, to avoid inconvenience to the users /exhibitors which will be done according to the requirements, as set up during exhibitions is also allowed in the night. The Improvement & Maintenance of Horticulture & Landscaping workwork will be carried out in a manner that it is complete well before start of exhibitions. The work on all Saturdays and holidays (Saturday, Sundays & National Holidays) shall be carried out at no extra cost.
- 5.43 The agency shall arrange the necessary water supply fitting, flexible pipe, etc. for taking water from the water taps provided in the building for the work of Improvement & Maintenance of Horticulture & Landscaping work at his own cost.
- 5.44 Electricity will be provided free of cost for operation of machinery/equipments at the nearest services available.

SECTION-6

SPECIALCONDITIONSOFCONTRACT (SCC)

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6. SPECIAL CONDITONS OF CONTRACT:

The special conditions of Contract shall supplement the“Instructions to the Bidders”as contained in Section 3 and General Conditions of the Contract(GCC)as contained in Section4.

6.1. INDEMNIFICATION

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission at tributable to the Contractor and which are punishable under the provision so fvarious Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determined amages/loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legallitigation agains the Contractor at any point of time.

6.2 LABOUR LAW COMPLIANCES

6.2.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

6.2.1.1. All wages allied benefits such as leave,ESI,PF,Gratuity,Bonus etc,shall be paid by the contractor .

6.2.1.2. It is mandatory that the employees must be paid through bank/cheques only.

6.2.2 The Contractor shall abide by all labour laws,laws related to EPF Organisation,ESI Corporation, Workmen Compensation Act. The details of EPF,ESIC inrespect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill.The Contractor shall abide including but not limited to,matters relating to timely payment of wages and allowances, payment of minimum wages,payment of overtime,grant of leave,payment of workmen's compensation, working hours,safety,maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

6.2.3.The Contractor shall ensure, and be responsible for payment of wages and other compensation etc. due to his workmen as also to fulfill all provisions and requirements and compliance with the various laws including but not limited to. The Contract Labor (Regulation And Abolition) Act, 1970, The Minimum Wages Act, the Employee's State Insurance Act, Workmen's Compensation Act, Provident Fund Act Labor Safety Provisions, which are in force as on date and/or which may be brought in to force from time to time.

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No labor below the age of eighteen years shall be employed on the work. Contractor shall comply with respect to all statutory regulations and maintain necessary records at his own cost.

- 6.2.4 The contractor shall be liable for any legal dispute/case/claims that arise so may arise during currency of the contract due to non-compliances of labour or other related laws.
- 6.2.5 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt.instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past or may arise during the course of performance of contract.
- 6.2.6 The Contractor shall submit periodical returns as may be specified from time to time.

6.3.OFFICIAL RECORDS:

- 6.3.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, EPF etc. in respect of all the staff deployed in Client's office.
- 6.3.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- 6.3.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.
- 6.3.4. Each monthly bill must accompany the following:
- 6.3.4.1 The agency should file ECR against ESI & EPF for the individual workers engaged in ITPO and submit the same with bank certified copy, bill, wage sheet and attendance sheet etc before payment.
- 6.3.4.2 The agency should disburse the payment to individual contractual workers in the presence of an official of engineering division and submit the wage sheet.
- 6.3.4.3. The agency will make necessary Contractual Labour Act registration for individual works.
- 6.3.4.4. The agency will submit duplicate copies of bills i/c required enclosures.
- 6.3.4.5 The agency will submit the documentary records in the form of video and pictures of Inauguration arrangements and event if any for records at his own cost.

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SECTION-7

SCHEDULE OF WORKS/REQUIREMENTS

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7. SCHEDULE OF WORKS/REQUIREMENTS:

In this Schedule of Requirements, the details of manpower /machineries services to be provided by the Contractor and also other information, instruction of the Client and instructions to the Contractor's employees posted at the Clients' site and all such other aspect of the Contracts are to be mentioned.

7.1. SUPERVISION

7.1.1 The Contractor shall **depute one fulltime Managers / Supervisor in Client's office**, who shall ensure that all the duties as may be assigned differently by the Client to various categories of manpower are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.

7.1.2. The Contractor's Managers / Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.

7.1.3. The Contractor shall ensure that all statutory/mandatory requirements either related to wages disbursements or related to deposition of EPF /ESIC with concerned authorities or providing of ESIC facilities to the manpower are fulfilled through Contractor or its Supervisor.

7.1.4. The Contractor shall ensure that the Supervisor is not below the level of Executive-HR who is well versant with all HR related requirements and who should be prompt enough to initiate all required action.

7.2. SCOPE OF WORK-CONTRACTOR

General features and major components of the work are as under:

The work of "Improvement, Display & Maintenance of Plants, Horticulture & Landscaping work inside Pragati Maidan premises including verges & medians of roads, green area, surrounding of exhibition Halls and Providing cut flower & other material during IITF up to 31/08/2020 at Pragati Maidan ." shall include development/ re-development of existing spaces in respect of horticulture/ landscaping activities on the central verges of the roads, sides of the footpath, green softscape areas wherever feasible.

Design & Improvement:-

- 1. The contractor shall be responsible for preparing a detailed scheme for the above mentioned areas containing all aspects of horticulture work with detail of plants/species including number of each plant on various areas of the proposed scheme and get the same approved before execution. The contractor may use existing greenery wherever found in good condition. The work shall be primarily executed based upon the detailed scheme submitted by the agency and approved conceptual drawings/plans by the department. However minor changes may be permitted by the Engineer-in-Charge after approval in writing specifying the reasons for change.**

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2. **Maintenance ;-** The contractor shall maintain the improved green area for a period of 3 Months.
3. **The contractor shall arrange flowers for display at the office of ITPO and shall provide stage decoration and flower arrangement during the exhibition of IITF etc.**

7.2.0 Following are included in the scope of work of the contractor which is **only indicative and not exhaustive**.

Brief Feature of work: -

- I. Maintenance of all horticulture/ landscaped work for the period of 3 months along with its development/ re-development.
- II. Maintenance of all potted plants for the period up to 31/08/2020.
- III. Providing and display of cut flowers in the office of ITPO up to 31/08/2020.
- IV. Stage decoration during the Exhibition of IITF etc.

Scope:

1. Preparation of detailed scheme including drawings/ plans with details of plant/species i/c number of each plant on various stretches of the proposed scheme and get the same approved from Engineer-in-Charge before execution.
 2. Contractor shall provide comprehensive drawings of horticulture, development work etc. The work shall also include obtaining all necessary approvals/ mandatory clearances required for execution of work from the concerned agencies.
 3. The agency shall develop the areas as per the approved drawings as per the Bill of Quantity and Specifications attached. The work shall be carried out as per C.P.W.D. Specification – 2014 for Horticulture & Land Scaping Works with upto date correction slips and as per CPWD Yard stick, in absence of detail specification the standard horticulture practices for healthy growth of plants. Beautification should be followed as approved by Engineer-in-Charge.
 4. The contractor shall be responsible for arrangement of all necessary tools and plants required at site of work for which nothing extra shall be paid by the department.
 5. **The work shall consist of development & maintenance of tree saplings, plants, shrubs, hedge, lawn area in central verge or other locations within right of way including weeding, hoeing, watering, trimming, manuring, pruning of unwanted branches, spraying insecticides/ pesticides/ fungicide etc. at regular intervals, replacement of dead trees and any other horticulture management including routine activities, involving control of grass, weeds, bush and trees all complete as directed by the Engineer-in-Charge to be maintained over the mentioned contract period.**
- 7.2.1 Work shall be executed according to General Conditions, Special Conditions of Bid Documents and General Conditions of Contract for Central P.W.D. Works available separately at printer's outlets amended up to the date of submission of tenders. The Bidder

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- may obtain the address of the outlets from the Manager (Improvement & Maintenance of Horticulture & Landscaping work).
- 7.2.2 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's business activities and its related manpower requirements.
- 7.2.3 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the Client, emergencies, exempted.
- 7.2.4 The Contractor shall cover its personnel for personal accident and/or death whilst performing the duty.
- 7.2.5 The Contractor shall exercise adequate supervision to ensure proper performance of Manpower and machineries Services in accordance with the requirements.
- 7.2.6 The Contractor shall issue identity cards/identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 7.2.7 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.2.8 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability what so ever on this account.
- 7.2.9 Item of work described in the Bill of Quantities for which no rate or amount has been entered in the tender, the same shall be considered as included in other rates and amounts quoted in the tender and the contractor shall not be paid for such items of work by the Department.
- 7.2.10 The Contractor must provide salary slips, EPF numbers and ESICards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 7.2.11 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 7.2.12 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes/problems are referred to Client. It shall totally indemnify Client in this regard.
- 7.2.13 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating there to and rules made here under from time to time. Client will not own any responsibility in this regard.
- 7.2.14 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this

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contract falls sick or is injured or goes on strike/unfair activities etc.during performance of his/her duty. It shall indemnify Client in all respects under this contract.

- 7.2.15 Be it private or public areas,the Contractor's employees shall be liable to be frisked/checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 7.2.16 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 7.2.17 Contractor shall be solely responsible for any indiscipline,theft,loss or damage to any person or persons/property at the premises on account of acts of omission and commission by the staff deployed by him.
- 7.2.18 The payments to its employees shall be disbursed by the Contractor in the presence of the representative of Client who shall sign the payment register in token of having disbursed the salary in his presence by Contractor.
- 7.2.19 While providing all the Services,Contractor shall ensure that all duties are performed invariably as per the desired standards of the Client,failing which it shall invoke penalty clauses of this Bidding Document.

7.3. CODE OF CONDUCT

The Contractor shall strictly observe that its personnel: They Are always smartly turned out and vigilant.

- 7.3.1 Are punctual and arrive atleast 15 minutes before start of their duty time.
- 7.3.2 Take charges of their duties properly and thoroughly.
- 7.3.3 Perform their duties with honesty and sincerity.
- 7.3.4 Read and understand their post and site instructions and follow the same.
- 7.3.5 Extend respect to all Officers and staff of the office of the Client.
- 7.3.6 Shall not drink on duty,or come drunk and report for duty.
- 7.3.7 Will not gossip or chit chat while on duty.
- 7.3.8 Will never sleep while on duty post.
- 7.3.9 Will not read news paper or magazine while on duty.
- 7.3.10 Will immediately report if any untoward incident /misconduct or misbehavior occurs, to Vendor Control and the Client.
- 7.3.11 When in doubt,approach concerned person immediately.
- 7.3.12 Get themselves checked by security personnel whenever they go out.
- 7.3.13 Do not entertain visitors.
- 7.3.14 Shall not smoke in the office premises.

7.4. CONFIDENTIALITY

- 7.4.1. The phone number and movement plans of the client shall not be given to any one.
- 7.4.2. The following information about the client shall not be given to any one.
- 7.4.3. Car make,color and number of any officer(s)/official(s).
- 7.4.4. Telephone no./any othe rinformation.
- 7.4.5. Location and movement plans.
- 7.4.6. Meetings and conference schedules.
- 7.4.7. Site plan of the premises.

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7.4.8. Travel details of the clients.

7.4.9. Assets of the office.

7.5. TELEPHONE HANDLING

7.5.1 The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the Client.

7.6 FRISKING/CHECKING PROCEDURES

7.6.1 All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening.

7.6.2 If any thing untoward is found, it must be reported to Manager (Improvement & Maintenance of Horticulture & Landscaping work), ITPO.

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SECTION-8

FORMS & ANNEXURES

ANNEXURE -X

MACHINERIES/MANPOWER REQUIREMENTS

Manpower required & machine proposed to be employed for Landscaped areas at Pragati Maidan, New Delhi.

A. Machinery Requirement I. Machine Details

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S.No.	Description
1.	Brush Cutter
2.	Hedge Trimmer
3.	Motorised Lawn Mower
4.	Manual Lawn Mower
5.	Wheel Barrow
6.	Rickshaw
S.No.	Description
1.	Supervisor

B. Recovery Rate for Machine & Equipment

S.N	Machine/Equipment	Recovery rate per day per machine in case machine is not deployed (in Rs.)
1.	Brush Cutter	500/-
2.	Hedge Trimmer	500/-
3.	Motorised Lawn Mower	500/-
4.	Manual Lawn Mower	500/-
5.	Wheel Barrow	500/-
6.	Rickshaw	500/-

SECTION-8

PARTICULAR SPECIFICATIONS FOR HORTICULTURE AND LANDSCAPING

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1.0 HORTICULTURE WORK

Horticultural operations shall be started on ground previously leveled and dressed to required formation levels and slopes. In case where unsuitable soil is met with, it shall be either removed or, replaced or it shall be covered over to a thickness decided by the Engineer-in-charge with good earth. In the course of excavation or trenching during horticultural operations, any walls, foundations, etc. met with shall not be dismantled without pre-measurement and prior to the written permission of the Engineer-in-charge.

1.1 TRENCHING IN ORDINARY SOIL

1.1.0 Trenching is done in order to loosen the soil, turn over the top layer containing weeds etc. and to bring up the lower layer of good earth to form a proper medium for grassing, regrassing, hedging and shrubbery. Trenching shall be done to the depth ordered by the Engineer-in-charge. The depth is generally 30 cm for grassing and 60 cm for regrassing in good soil.

1.1.1 The trenched ground shall, after rough dress, be flooded with water by making small kiaries to enable the soil to settle down. Any local depression unevenness etc. shall be made good by dressing and/or filling with good soil.

1.1.2 Weeds or other vegetation which appear on the ground are then uprooted and removed and disposed off and paid.

1.1.3 Trenching

Trenching shall consist of the following operations:

1. The whole plot shall be divided into narrow rectangular strips of about 1.5 m width or as directed by the Engineer-in-Charge.
2. These strips shall be sub-divided lengthwise into about 1 m long sections. Such sections shall be excavated serially and excavated soil deposited in the adjacent section preceding it.
3. In excavating and depositing care shall be taken that the top soil with all previous plant growth including roots, get buried in the bottom layer of trenched area, the dead plants so buried incidentally being formed into humus.
4. The excavated soil shall be straight away dumped into the adjoining sections so that double handling otherwise involved in dumping the excavated stuff outside and in back filling in the trenches with leads is practically eliminated.

1.2 GOOD EARTH

1.2.1 The earth shall be stacked at site in stacks not less than 50 cm high and of volume not less than 3.0 cum.

OIL CAKE

Neem/Castor: The cake shall be free from grit and any other foreign matter. It should be undecorticated and pulverized. The material shall be packed in old serviceable gunny bags of 50 kgs capacity approximately. The weight of gunny bag shall be deducted @1 kg per bag and payment shall be made for net quantity. The quality of cake should be got approved by the Engineer-in-charge before supply.

1.3 SUPPLY AND STACKING OF SLUDGE

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1.3.1 It shall be transported to the site in lorries with efficient arrangement to prevent spilling enroute. It shall be stacked at site. Each stack shall not be less than 50 cm height and volume not less than 3 cum.

1.4 SUPPLY AND STACKING OF MANURE

1.4.1 Farmyard Manure: Same as 1.3.1.

1.5 ROUGH DRESSING OF THE TRENCHED GROUND

1.5.0 Rough dressing of the area shall include making kiaries for flooding.

1.5.1 The trenched ground shall be leveled and rough dressed and if there are any hollows and depressions resulting from subsidence which cannot be so leveled, these shall be filled properly with earth brought from outside to bring the depressed surface to the level of the adjoining land and to remove discontinuity of slope and then rough dressed again. The supply and spreading of soil in such depressions is payable separately. In rough dressing, the soil at the surface and for 75 mm depth below shall be broken down to particle size not more than 10 mm in any direction.

1.6 UPROOTING WEEDS FROM TRENCHED AREAS

1.6.1 After 10 days and within 15 days of flooding the rough dressed trenched ground with water, the weeds appearing on the ground shall be rooted out carefully and the rubbish disposed off as directed by the Engineer-in-charge.

1.7 FINE DRESSING THE GROUND

1.7.1 Slight unevenness, ups, and downs and shallow depressions resulting from the settlement of the flooded ground, in drying and from the subsequent weeding operations, shall be removed by fine dressing the surface to the formation levels of the adjoining land as directed by the Engineer-in-charge, and by adding suitable quantities of good earth brought from outside, if necessary.

1.8 SPREADING GOOD EARTH

1.8.1 Good earth shall be removed from stacks by head load and spread evenly over the surface to the thickness ordered by the Engineer-in-charge. It shall be spread with a twisting motion to avoid segregation and to ensure that spreading is uniform over the entire area.

1.8.A SPREADING SLUDGE/MANURE

1.8.A.1 Good earth shall be thoroughly mixed with sludge or manure in specified proportion as described in the item or as directed by the Engineer-in-Charge. The mixing shall be spread as described in 1.9.1 to the thickness ordered by the Engineer-in-Charge.

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1.9 MIXING OF GOOD EARTH AND SLUDGE/MANURE

1.9.1 The stacked earth shall, before mixing be broken down top particle of sizes not exceeding 6 mm in any direction. Good earth shall be thoroughly mixed with sludge or manure in specified proportion as described in the item or as directed by the Engineer-in-charge.

1.10 GRASSING WITH SELECT GRASS NO. 1

1.10.0 The area from where the grass roots are to be obtained shall be specified by the Engineer-in-Charge at the time of execution of the work and no royalty shall be charged on this account from the contractor. Grass is to be arranged by contractor (cost of grass to be paid separately).

1.10.1 The soil shall be suitably moistened and then the operation of planting grass shall be commenced. The grass shall be dibbled at 10 cm, 7.5 cm, 5 cm apart in any direction or other spacing as described in the item. Dead grass and weeded shall not be planted. The contractor shall be responsible for watering and maintenance of levels and the lawn for 30 days or till the grass forms a thick lawn free from weeded and fit for moving whichever is later. Generally planting in other direction at 15 cm, 10 cm, spacing is done in the case of large open spaces, at 7.5 cm spacing in residential lawn and at 5cm spacing for Tennis Court and sports ground lawn. Rates are including cost of labour and material (grass shall be paid separately)

1.10.2 During the maintenance period, any irregularities arising in ground levels due to watering or due to trampling by labour, or due to cattle straying thereon, shall be constantly made up to the proper levels with earth as available or brought from outside as necessary, Constant watch shall be maintained to ensure that dead patches are replanted and weeds are removed.

1.11 RENOVATION OF LAWNS

1.11.1 The area shall be first weeded out of all undesirable growth. The entire grass shall be scrapped (cheeled) without damaging roots and level of the grounds. Slight irregularities in surface shall be leveled off and the area shall then be forked so as to aerate the roots of the grass without, however uprooting them.

Specified quantity of sludge or manure shall than be spread uniformly with wooden straight edge (phatti) as directed by the Engineer-in-charge. The area shall then be slightly sprinkled with water so as to facilitate proper integration of the manure or sludge with the soil and later flooded. The contractor shall be responsible for watering, proper maintenance and tending of the lawn for 30 days or till the grass forms a lawn fit for mowing, whichever is later. During the above operations, all undesirable growths shall be constantly weeded out and all rubbish removed and disposed off as directed by the Engineer-in-Charge.

1.12 UPROOTING RANK VEGETATION AND WEEDS AND PREPARING THE GROUND FOR PLANTING 'SELECT GRASS NO. 1'

1.12.1 Initially the area shall be dug up to a depth of 30 cm. and weeds and rank vegetarian with roots removed thereon by repeated forking. The whole area then shall be retrenched to a depth of 60 cm in the same manner as described in 1.1. Clods of excavated earth shall then be broken upto the size not more than 75 mm in any direction. The area shall then be flooded with water and after 10 days and within 15 days of flooding, weeds shall be uprooted carefully. The rubbish arising from the above operations shall be removed and disposed off in a manner directed by the Engineer-in-

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charge, away from the site. The earth shall then be rough dressed and fine dressed as described in 1.5 & 1.7.

1.13 EXCAVATION AND TRENCHING FOR PREPARATION OF BEDS FOR HEDGE AND SHRUBBERY

1.13.1 Beds for hedges and shrubbery are generally prepared to width of 60 cm. to 125 cm. and 2 to 4 meters respectively.

1.13.2 Beds for hedges and shrubbery shall be prepared in the following manner. The beds shall first be excavated to a depth of 60 cm. and the excavated soil shall be stacked on the sides of the beds. The surface of the excavated bed shall then be trenched to a further depth of 30 cm, in order to loosen the soil, in the manner described in 1.1. No flooding will be done at this stage but the top surface shall be rough dressed and leveled. The excavated soil from the top 60 cm depth of the bed stacked at the site shall then be thoroughly mixed with sludge over manner in the proportion 8:1 by ratio or other proportion described in the item. The mixed earth and manure shall be refilled over the trenched bed, leveled neatly and profusely flooded so that the water reaches even the bottom most layers of the trenched depth of the bed. The surface after full subsidence shall again be refilled with the earth and manure mixture, watered and allowed to settle and finally fine dressed to the level of 50 mm to 75 mm below the adjoining ground or as directed by the Engineer-in-Charge. Surplus earth if any, shall be disposed off as directed by the Engineer-in-charge. Any surplus earth if removed beyond initially lead shall be paid separately. Stones, bricks bats and other foreign matter if met with during excavation or trenching shall be removed and stacked within initially lead & lift, such material as is declared unserviceable by the Engineer-in-charge shall be disposed by spreading and leveling at places ordered by him. If disposed outside the initial lead & lift, then the transport for the extra leads will be paid for separately. If a large proportion of material unsuitable for the hedging and shrubbery operations is met with and earth from outsides is required to be brought in for mixing with manure and filling, the supply and stacking of such earth will be paid for separately.

1.14 DIGGING HOLES FOR PLANTING TREES

1.14.1 In ordinary soil, including refilling earth after mixing with oil cake, manure and watering.

1.14.1.1 Holes of circular shape in ordinary soil shall be excavated to the dimensions described in the items and excavate soil broken to clods of size not exceeding 75 mm in any direction, shall be stacked outside the hole, stones, brick bats, unsuitable earth and other rubbish, all roots and other undesirable growth met with during excavation shall be separated out and unserviceable material removed from the size as directed. Useful material, if any, shall be stacked properly and separately. Good earth in quantities as required to replace such discarded stuff shall be brought and stacked at site by the contractor which shall be paid for separately. The tree holes shall be manured with powdered Neam/castor oil cake at the specified rate along with farm yard manure over sludge shall be uniformly mixed with the excavated soil after the manure has been broken down to powder, (size of particle not be exceeded 6 mm in any direction) in the specified proportion, the mixture shall be filled in to the hole up to the level of adjoining ground and then profusely watered and enable the soil to subside the refilled soil shall then be dressed evenly with its surface about 50 to 75 mm below the adjoining ground level or as directed by the Engineer-in-charge.

1.14.2 In Soil other than Ordinary Soil

1.14.2.1 Where holes are dug in (a) Hard soil (b) Ordinary rock or (c) Hard rock, the above soils occurring independently over in conjunction with each other and /or ordinary soil in any hole,

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the different excavated soil shall be stacked separately. Excavation in hard rock shall be carried out by chiseling only.

1.14.2.2 The stack measurement of ordinary rock and hard rock shall be reduced by 50% and of soil by 20% to arrive at the excavated volume. This excavation shall be paid for as extra over the rate for holes dug in ordinary soil above, at rate appropriate to particular soil concerned.

1.14.2.3 Sufficient quantity of good soil to replace the solid volume of stones, brick bats, unsuitable earth and other rubbish, all roots and other undesirable growth, ordinary and hard stacks shall be brought and stacked at site but the supply and stacking of such shall be paid for separately.

1.14.2.4 The useless excavated stuff shall be disposed off by spreading at places as ordered by the Engineer-in-charge. If such places are outside initially leads, carriage for the extra lead shall be paid for separately.

1.14.2.5 The ordinary soil excavated from the hole and the earth brought from outside shall then be mixed with manure screened through sieve of IS designation 16 mm in the proportion specified in the description of the item and filled with the pit and the same watered and finally dressed.

1.16 M.S. FLAT IRON TREE GUARD

1.16.1 M.S. Iron Riveted Tree Guard

1.16.1.1 The tree guard shall be 600 mm in diameter and 2 meter high above ground level and 25 cm in below ground level.

1.16.1.2 The tree guard shall be framed of 4 nos. 25 x 6 mm M.S. flat 2 meter long excluding displayed outward at lower and upto an extent 10 cm and 8 nos. 25 x 3 mm vertical M.S. Flat Rivetted to 3 Nos. 25 x 6 mm Flat iron rings in two halves, bolted together 8 mm dia and 30 mm long M.S. bolts and nuts. The entire tree guard shall be given two coats of synthetic enamel paint of approved brand and manufacturer of required shade over a priming coat of ready mixed steel primer of approved brand and manufacturer. The design of tree guards shall be shown in the drawing.

1.16.2 M.S. Flat Iron Welded Tree Guard

1.16.2.1 The tree guard shall be 600 mm in diameter and 2 meter high above ground level and 25 cm in below ground level.

1.16.2.2 The tree guard shall be framed of 4 nos. 25 x 6 mm MS. Flat 2 metres long excluding displayed outward at lower and upto an extent 10 cm and 8 Nos. 25 x 3 mm vertical M.S. Flat Riveted to 3 nos. 25 x 6 mm flat iron rings in two halves, bolted together 8 mm dia and 30 mm long M.S. Bolts & nuts. The entire tree guard shall be given two coats of synthetic enamel paint of approved brand and manufacturer of required shade brand and manufacturer of required shade over a priming coat of ready mixed steel primer of approved brand and manufacturer. The design of tree guards shall be shown in the drawing.

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1.20 FILLING MIXTURE OF EARTH & SLUDGE OVER MANURE

1.20.0 The separately specified earth and sludge shall be broken down to particles of size not exceeding 6 mm in any directions before mixing. Good earth shall be thoroughly mixed with sludge over manure in specified proportions as directed by Officer-in-Charge. During the process of preparing the mixture as above, trenches shall be flooded with water and leveled.

1.21 EXCAVATION OF DUMPED STONE OR MALBA

1.21.1 Excavation operations shall include excavation and getting out water if required. During the excavation stone, brick bats and other foreign material if met shall be removed and stacked within 50 meter leads and lifts. Such material as is declared unserviceable by the Engineer-in-Charge be disposed within 50 m. The excavated surface shall be neatly dressed and leveled.

1.22 EXCAVATION IN BAJRI PATH

1.22.1 All excavated operations shall include excavation and stacking of serviceable and unserviceable material. Excavated surface of Bajri path shall be removed and stacked upto 50 meter lead and disposed material neatly dressed.

1.23 EXCAVATION OF WATER BOUND MACADAM

1.23.1 All excavated operations shall include excavation, stacking of serviceable and unserviceable material. Excavation shall be straight and uniform in width. Soling stone and aggregate obtained from excavation of W.B.M. shall be stacked separately and unserviceable material disposed off with lead upto 50 meter and lift upto 1.50 meter and neatly dressed.

1.24 FLOODING THE GROUND WITH WATER AND MAKING KIARIES

1.24.1 The water for flooding shall be of soft water and free from chemical and good for growing the trees and shrubs etc. Before flooding the kiaries shall be made in required size and shape as per directions of Officer-in-charge. After uprooting weeds from the trenched area and uprooting vegetation, kiaries shall be dismantled.

SPECIFICATIONS OF PLANTS

The plants for development/ beautification work should be as per following specification.

- 1 The plants should be full of fresh and healthy foliage.
- 2 The plants should be free from insect, pest and disease.
- 3 Plant should be healthy and vigorous growth
- 4 The height of the plants will be measured from top of the pots.
- 5 The plants should be well settled and should not be newly shifted.
- 6 The plants should be true to the variety and named Variety should be tagged.
- 7 Moss stick used should be made on plastic pipe.
- 8 Moss stick should be straight and properly fixed in the pot.
- 9 The rejected plants materials should be removed from the site immediately.
- 10 Moss stick should be covered with the plants in case of plants supplied with moss stick.
- 11 The Plant should be well stablished and good spread.

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12. Good earth and manure used for filling the pot/poly bag free from any inert material and mixed to proper ratio.
14. Pot/ Poly bag used for filling the plants should be proper size good quality not damaged.
15. There should be proper drainage in pots for plants.
16. The flowering plants should also have proper flowering and should be true to the variety.
17. All plant should have the tendency of growth and should not be stunted type.
18. There should be no stagnation of water in the pots.

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CORRIGENDUM TO FORM 7/8/9 (CPWD) MUST BE READ ALONGWITH THE PAMPHLET

S.No.	FOR	READ
1.	Government of India	India Trade Promotion Organisation
2.	C.P.W.D. or Government	India Trade Promotion Organisation
3.	CPWD -7/8/9	CPWD 7/8/9
4.	President/President of India	C.M.D ITPO
5.	Chief-Engineer	General Manager (Works)
6.	Superintending Engineer	Dy. General Manager (Civil)/SM (Civil)
7.	Engineer-in-charge/Divisional Engineer/Executive Engineer/Divisional Office	SrManager (Civil)
8.	Sub-Divisional Officer/Asstt. Engineer	Manager -(Improvement & Maintenance of Horticulture & Landscaping work)
9.	Administration Head	C.M.D. /General Manager
10.	Ministry of Works & Housing	ITPO /Ministry of Commerce
11.	CPWD Code, Paragraph'90	Shall be applicable t o ITPO works
12.	DSR'2014	Shall be applicable to ITPO works
13.	CPWD specifications 2007 part – I & II	Shall be applicable to ITPO works
14.	DSR (Internal) 2014 for Electrical works	Shall be applicable to ITPO works
15.	CPWD specifications (Internal) 2007for Electrical works	Shall be applicable to ITPO works
16.	DSR External 2014 for Electrical works and specifications	Shall be applicable to ITPO works
17.	Provision of Section 12 Sub-Section (i) of the works man compensation	Shall be applicable to ITPO works
18.	CPWD safety Code framed from time to time	Shall be applicable to ITPO works
19.	CPWD maternity benefits to labour	Shall be applicable to ITPO works
20.	Model Rules of the protection of health and sanitary appointment for workers employed by CPWD	Shall be applicable to ITPO works
21.	CPWD contractor labour Regulations	Shall be applicable to ITPO works

SrManager (civil)

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Categories of Employees

Minium rates of wages

Minimum wages As per Government of the National capital territory of Delhi Admn.

S M (C)

ITPO

Sr Manager (Civil)

ITPO

INDIA TRADE PROMOTION ORGANISATION
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AGREEMENT

AN AGREEMENT is made this.....BETWEEN the India Trade Promotion Organisation. A company Incorporated under the companies Act, 1956 and with its registered office at PragatiMaidan New Delhi-110 001, which expression shall include its successor, unless repugnant to or Excluded by the contract here of and assignees of and represented by its Managing Director, ITPO the first party (hereinafter called the Authority) and by its sole proprietor/partners, Managing Director(which expression shall be including his/its successor's heirs, executors, representative and or assignees of the second party (hereinafter called the contractor).

WHEREAS the Authority has, under Notification No.
.....
.....

WHEREAS the contractor has submitted tender for carrying out the work as above as per the tender document page to and has represented that in conformity with his/its obligation contained in the tender as modified by the correction slips and corrigendum contained he/it shall carryout the same truly, faithfully and honestly.

THE SAME has been accepted by both the parties on the terms and conditions, corrections, corrigendum contained in the tender as modified as well as the letter of acceptance Issued party No. 1 annexed here to as.

The same shall be binding on both the parties.

IN WITNESS WHEREOF, the parties have signed the deed of agreement on the date, month and year referred to above.

At New Delhi.

WITNESS

1. _____ Party No. 1
2. _____ Party No. 2