

**OUTSOURCING OF MALIES (UN-SKILLED) FOR HORTICULTURE WORK
DIRECTORATE OF HORTICULTURE
NORTH DELHI MUNICIPAL CORPORATION
NEW DELHI**



NO.DDH/(HQ)/NDMC/NIT/2019-20/08 Dated: 03.01.2020	
EARNEST MONEY DEPOSIT	Rs. 62,00,000/- (Rupees Sixty Two Lakh only) in the form of crossed Demand Draft / Pay Order / Bank Guarantee in favour of Commissioner, North DMC, payable at New Delhi
Cost of Tender Document (NON-REFUNDABLE)	Rs.1500/- (Rupees One thousand only)

**NOTICE INVITING TENDER
“OUTSOURCING OF MALIES (UN-SKILLED) FOR
HORTICULTURE WORK IN HORTICULTURE DEPARTMENT,
NORTH- DELHI MUNICIPAL CORPORATION”**

**HORTICULTURE DEPARTMENT
NORTH DELHI MUNICIPAL CORPORATION
OFFICE OF DEPUTY DIRECTOR (HORTICULTURE)/HQ
E-1 BLOCK, 16TH FLOOR, S. P. M. CIVIC CENTRE
NEW DELHI - 110002**

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SECTION-1
NOTICE INVITING TENDER

NO.DDH/(HQ)/NDMC/NIT/2019-20/08

Dated: 03.01.2020

NOTICE INVITING TENDER

TENDER No.....

Request of Tender Document from	: 08.01.2020	1000 Hours
Issue of Tender Document from	: 08.01.2020	1001 Hours
Request of Tender Document to	: 23.01.2020	1730 Hours
Issue of Tender Document to	: 23.01.2020	1731 Hours
Pre-Bid Meeting	: 14.01.2020	1500 Hours
Tender Closing Date and Time	: 23.01.2020	1732 Hours
Technical Bid Opening	: 24.01.2020	1000 Hours
Cost Open	: 31.01.2020	1000 Hours (Tentative)

1. Online Tenders are invited under two bid system (Technical & Financial) from reputed Firms for Outsourcing of Malies (UN-SKILLED) for Horticulture work in all Six Zones of Horticulture department under Jurisdiction of North Delhi Municipal Corporation." Joint Ventures Firms are also allowed to participate in the TENDER. The tenders will be received as per time table and Technical Bids will be opened on (Date) at PM at website tenderwizard.com/NORTHDMCETENDER. The contractors shall submit an undertaking that the firm has not been blacklisted/Debarred /Banned/Restrained anywhere in India by any Government department/Government Undertaking. The eligible registered contractors of erstwhile MCD (NORTH DMC/SDMC/EDMC)/CPWD/PWD DELHI/DDA are also eligible to tender, subject to technically qualified as per tender document, for the amount they have registered in their respective category subject to the conditions that they are neither black-listed nor debarred/banned / restrained at the time of purchase of tenders. Non-registered / New tenderer in NDMC may get them registered for online tendering for this tender. For any help Online tender contact helpdesk on 011-[23227413](tel:011-23227413) & [011-23227414](tel:011-23227414) or mail to: mcd-ithelpdesk@mcd.gov.in Bidding Documents can be downloaded from the website tenderwizard.com/NORTHDMCETENDER OR visit NDMC website www.mcdonline.gov.in / North Delhi Municipal Corporation /Tenders/e-tendering.
2. Bidding Documents can be downloaded from the website- tenderwizard.com/NORTHDMCETENDER OR visit NDMC website www.mcdonline.gov.in / North Delhi Municipal Corporation /Tenders/e-tendering.
3. The Tenderer/Bidder should have valid Income Tax PAN No. & GST registration certificate.
4. **SELECTION PROCESS:** A single stage, two-envelope process (Technical & Financial Bid) will be followed for selection of suitable contractor(s) for this work. All interested firms that qualify each of the following eligibility criteria may apply. Based on the Technical compliance of each proposal as submitted by the Applicant, NDMC shall evaluate/ shortlist bidders for opening of financial proposal. Financial proposal of the firm(s), qualifying the said eligibility criteria, shall be opened. The department will have the right to arrive at reasonable eligibility L-1 price. The firm for Award of Contract will be considered for Outsourcing of Malies (UN-SKILLED) for Horticulture work in all Six Zones of Horticulture department under Jurisdiction of North Delhi Municipal Corporation for a period of one year from the date of execution of agreement and extendable for next one year subject to satisfactory performance and mutual consent of the firm.
5. Pre-Bid Meeting: Pre-bid meeting will be held on Date at 1400 hrs. in the office of Dy. Director (Horticulture) HQ, North DMC, E-1 Block, 16th Floor, Dr. S.P. M. Civic Centre, J.L. Nehru Marg, New Delhi-110002.
6. **BID SUBMISSION:** Download, Bid Preparation and Hash Submission is w.e.f. (Date) from 10.01 AM to (Date) up to 0300 P.M. Re-encryption of Online Bid is w.e.f. (Date) at 05.01 P.M. to (Date) upto 03.00 P.M. **TECHNICAL BID** The Technical Bids may be submitted online as well as Manually. Date for submission of manual Technical Bids (Date) till 1500 hrs. The copy of documents submitted online for technical bids must also be submitted in the office of Dy. Director upto (Date) upto 03.00 P.M. alongwith technical bid. The Technical Bids shall be opened on the same day at 1501 Hrs. **FINANCIAL BID** The Financial bids be submitted online at NDMC e-tenders portal website tenderwizard.com/NORTHDMCETENDER After evaluation of Technical bids by Evaluation

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Committee constituted by NDMC, the financial bid of only technically qualifying firms shall be opened thereof and date of opening of financial bids shall be informed to the technically qualified bidders through mail or uploading its notice on NDMC website.

7. **TURNOVER:** Minimum Average annual financial turnover on works should be at least Rs. 15.5 Crore during the immediate last 3 consecutive financial years.
8. **EXPERIENCE** Bidder should have experience of successfully executing the work for providing of manpower costing above Rs.1240.00 Lakh(minimum three works) OR work above Rs.1860.00 Lakh (minimum two works) OR work above Rs.2480.00 Lakh (minimum one work) AND One completed work of any nature costing not less than the amount equal to Rs.1240.00 Lakh with some Central Government Department/ State Government Department/ Central Autonomous Body/Central Public Sector undertaking/State Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City/ Corporate Institute formed under any act by Central/State Government and published in Central/State Gazette.
9. **SOLVENCY CERTIFICATE:** Bidders will submit Solvency certificate for an amount equal to Rs.1240.00 Lakh from a Nationalized/Scheduled bank in India.
10. The quoted rates will hold good for 06 months. The date & time of different activities of tendering process may be checked on the NDMC website tenderwizard.com/NORTHDMCETENDER OR <http://NDMCetenders.com> from time to time. In case of holiday / holiday declared on the scheduled dates of closing/opening the same will be done on the next working day.
11. Tender cost of Rs.1500/-(Non refundable) shall be made by way of Demand Draft/Bankers Cheque/ Pay order ONLY. The bid security (EMD) is Rs.62,00,000/- (Rupees Sixty Two Lakh only) shall be paid by way of Demand Draft/Bankers Cheque/ Pay order/Bank Guarantee only. The payments of Tender Cost and Earnest Money should be drawn in favour of Commissioner, North DMC payable at New Delhi and may be submitted alongwith Technical Bids and will be received in the Office of Dy. Director(Horticulture)HQ, NDMC, E-1 Block 16th Floor S.P.M. Civic Centre, New Delhi-110002, upto ___Date___ upto 03.00 P.M.
12. Total Estimated Contracts Amount=**Rs. 31.00 Crore**, Time Period of Contract= one year from the date of execution of agreement and extendable for next one year subject to satisfactory performance and mutual consent of the firm.
13. **PERFORMANCE SECURITY** The successful L-1 contractor / bidder shall submit Performance security equal to an amount of 5% of the amount of Contract in the form of Bank Draft / Pay Order / Bank Guarantee / FDR in favour of Commissioner, North DMC payable at New Delhi. The said performance security shall be deposited within 15 days of issue of Letter of Intent /Acceptance from NDMC.
14. The awarded Contract for providing of manpower will be charged under Head of Account 77/1004.
15. The tender documents will be downloaded by the contractors / bidders from the website tenderwizard.com/NORTHDMCETENDER. Tender will be received as per time table and will be opened on ___Date___ at ___ P.M. at website <http://NDMCetenders.com> by NORTH DMC E-Tendering Project Champion.
16. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope of the work to be done and other factors having a bearing on the execution of the work.
17. The competent authority on behalf of the North DMC does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
18. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
19. North D.M.C. may disqualify any Applicant/Bidder without notice who submits an incomplete/non-eligible bid. North DMC reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever. All interested participants/Bidders/stakeholders are requested to visit/follow the North DMC website www.mcdonline.gov.in / North Delhi Municipal Corporation /Tenders/e-tendering for regular update and details thereof.

Dy. Director (Hort.)/H.Q./North DMC

Phone: 011-23226604

E-mail ID ddhhq.ndmc@gmail.com

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SECTION-2
GENERAL INFORMATION
REGARDING PROJECT

2. GENERAL INFORMATION REGARDING PROJECT

NAME OF WORK: “OUTSOURCING OF MALIES (UN-SKILLED) FOR HORTICULTURE WORK IN HORTICULTURE DEPARTMENT, NORTH- DELHI MUNICIPAL CORPORATION”

INTRODUCTION

North Delhi Municipal Corporation is responsible for greening of the area of Delhi under its jurisdiction for providing healthy environment to the residents of Delhi. There are about 5944 parks, gardens, playgrounds, tot-lots, traffic circles and strategic green areas in Delhi along with gardens like Roshanara Garden, Qudesia Garden, Maharaja Agrasen Park, Netaji Subhash Park, Ajmal Khan Park. Besides this, the important grounds like Ramlila Ground, Gandhi Ground and Parade Ground are being developed as green lungs. These parks are maintained and beautified by the Malis

PROPOSAL

The proposal is being moved to finalization of Contract and agency for Outsourcing of Malies for Horticulture Work in all six zones of Horticulture Department under jurisdiction of North Delhi Municipal Corporation for a period of one year from the date of execution of agreement and extendable for next one year subject to satisfactory performance of the firm and mutual consent between North-DMC and firm.

DISCLAIMER

This Tender Document (TD) contains brief information about the Project, Qualification Requirements and the selection process of the bidders. The purpose of this Tender document is to provide information to assist the formation of bid application. The information contained in this Tender document for subsequently provided to interested parties, in writing by or on behalf of North Delhi Municipal Corporation (NDMC) is provided to Applicant(s) on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should

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check the Accuracy, reliability and completeness of the information in this Tender document and obtain independent advice from appropriate sources. North DMC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document and information provided is only to the best of the knowledge of North DMC. Information of discrepancies in the TENDER /TD, if any, should be given to the office of the North DMC immediately by the applicants/participants. In case North DMC receives no written communication, it shall be deemed that the Applicant/s is/are satisfied with the TENDER /Tender Document and the document is complete in all respects This Tender document is not an agreement and is not an offer or invitation by North DMC to any other party. The terms on which the project is to be developed and the right of the successful bidder shall be as set out in separate agreements contained herein'.

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SECTION-3
SELECTION PROCESS

3. SELECTION PROCESS

A single stage, two-envelope process (Technical & Financial Bid) will be followed for selection of suitable contractors on Contract for Outsourcing of Malies (UN-SKILLED) for Horticulture work in all Six Zones of Horticulture department under Jurisdiction of North Delhi Municipal Corporation. All interested firms that qualify each of the eligibility criteria may apply. Based on the Technical compliance of each proposal as submitted by the Applicant/Bidder, North DMC shall shortlist bidders for opening of financial proposal. Financial proposal of the firm/s that qualify the said eligibility criteria shall be opened. The department will have the right to arrive at reasonable eligibility L-1 price.

3.1 ELIGIBILITY CRITERIA FOR TECHNICAL COMPLIANCE OF THE APPLICANT

To be eligible for evaluation of its proposal, the applicants shall also have to fulfil the following conditions.

3.1.1 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.

3.1.2 Registration: The Bidder should be registered with the Income Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation etc.

3.1.3 Clearance: The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.

3.2 The Tenderer/Bidder should have valid GST Registration Certificate.

3.3 RELEVANT EXPERIENCE

Minimum Experience of having successfully completed works during the last 7 years ending previous day of last date of submission of tender.

Three completed works of providing of manpower costing not less than the amount equal to Rs.1240.00 Lakh

OR

Two completed works of providing of manpower costing not less than the amount equal to Rs.1860.00 Lakh

OR

One completed work of providing of manpower aggregate cost not less than the amount equal to Rs.2480.00 Lakh

AND

One completed work of any nature (either part of (a) or a separate one) costing not less than the amount equal to Rs.1240.00 Lakh with some Central Government Department/State Government Department/ Central Autonomous Body/Central Public Sector undertaking/State Public Sector Undertaking/City Development Authority/Municipal Corporation of City formed under any act by Central/State Government and published in Central/State Gazette.

COMPLETED SIMILAR WORK/S MEANS THE WORK OF OUTSOURCING OF MANPOWER.

THE VALUE OF EXECUTED WORKS SHALL BE BROUGHT TO CURRENT COSTING LEVEL BY ENHANCING THE ACTUAL VALUE OF WORK AT SIMPLE 7% PER ANNUM; CALCULATED

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FROM THE DATE OF COMPLETION TO LAST DATE OF RECEIPT OF APPLICATIONS FOR TENDERS.

THE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED BE SUBMITTED IN THE ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, WITH SEAL/STAMP FOR WHICH THE WORK HAS BEEN EXECUTED. THE CERTIFICATE SHALL BE ISSUED FROM THE OFFICER NOT BELOW THE RANK OF EXECUTIVE ENGINEER / PROJECT MANAGER OR EQUIVALENT OR WORK ORDER ISSUING AUTHORITY. THE COMPLETION CERTIFICATE SHALL CONTAIN THE NECESSARY INFORMATION OF NATURE OF WORK COMPLETED, COMPLETION TIME, AMOUNT OF WORK EXECUTED BY THE BIDDERS.

- 3.4 FINANCIAL CAPABILITY** The Tendor/Bidder should have adequate financial capacity to meet the financial obligations pursuant to scope of works. Minimum Average annual financial turnover on work should be at least Rs. 15.50 Lakh during the immediate last 3 consecutive financial years. Audited report/audited balance sheet for the preceding three (3) financial years should be submitted along-with a summarized sheet verified by a registered CA. The bidder should not have incurred any loss in more than two years during last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.
- 3.5 SOLVENCY CERTIFICATE:** Bidders will submit Solvency certificate for a minimum amount equal to Rs.1240.00 Lakh from a Nationalised/Scheduled bank in India.

NOTE: IF ANY BIDDER DOES NOT FULFILL THE MINIMUM ELIGIBILITY REQUIREMENT ITS BID LIABLE TO BE REJECTED.

3.6 IF BIDDER IS A JOINT VENTURE:

- 3.6.1** Separate identity/name shall be given to the Joint Venture firm.
- 3.6.2** Joint Ventures (JV) of firms are allowed to participate in the Tender. In case of the bidder is a consortium/Joint Venture firm.
- 3.6.3** There is restriction on number of members to a maximum of three in the Joint Venture Firm.
- 3.6.4** In case of Joint Venture firm, The Technical bid should contain the information for each member of the consortium/joint venture firm.
- 3.6.5** In case of Joint Venture firm, Members of the consortium/Joint Venture Firm shall nominate one member as the lead member (the "Lead Member") and shall be supported by Power of Attorney, signed by all the other members of the consortium/Joint Venture Firm. It should also include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
- 3.6.6** In case of Joint Venture firm, the **Lead Member** of J.V. would be required to commit to hold a minimum equity stake equal to 30% of equity capital in the consortium/joint venture in the project at all times till finalisation of contract. The lead member along-with the associate member(s) should satisfy the proposed Eligibility Criteria.
- 3.6.7** A copy of Memorandum of Understanding (MOU) executed by the Joint Venture members shall be submitted by the Joint Venture firm along-with the tender. The complete details of the members of the Joint venture firm, their share and responsibility in the Joint Venture firm etc. particularly with reference to financial technical and other obligations shall be furnished in the MOU.
- 3.6.8** If the bidder is a Joint Venture firm, no change in constitution of Joint Venture Firm/consortium shall be allowed at any stage and undertaking in this regard be also submitted along with Technical Bidding Document.
- 3.6.9** Once the Tender is submitted the MOU shall not be modified/altered/terminated during the validity of the tender. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful bidder, the validity of this MOU shall be extended till the currency of the contract expires.
- 3.6.10** Approval for change of constitution of JV firm shall be at the sole discretion of North DMC. The constitution of JV firm shall not be allowed to be modified after submission of the tender bid by

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the JV firm except when modification becomes inevitable due to succession laws etc. and in case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.

- 3.6.11** Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 3.6.12** In case of Joint Venture firm, the joint venture firms are allowed to submit their experience/turnover/solvency etc. for eligibility requirements individually or jointly.
- 3.6.13** A member of Joint Venture shall not be permitted to participate either in individual capacity or as a member of another Joint Venture Firm in the same tender.
- 3.6.14** The joint venture firm/s participating in the tendering can submit their bids in one joint venture only. Participation of bidding more than once individually or in group of Joint Venture/s will not be allowed.
- 3.6.15** The Tender Form shall be purchased and submitted only in the name of the Joint Venture firm and not in the name of any constituent member.
- 3.6.16** E.M.D. shall be submitted only in the name of the Joint Venture (JV) and not in the name of the constituent member.
- 3.6.17** On finalisation of award of contract to a JV firm a single Work Order Security/Performance Security shall be required to be submitted by the JV firm as per T.D. conditions before issuance of Work Order. The said Performance Security/Performance Guarantee shall be accepted only in the name of JV firm and no splitting of Guarantees/Securities amongst the members of the JV firm shall be permitted. In case the tenderer/bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.
- 3.6.18** On issue of Letter of Award, an agreement (S.P.V.) among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the registrar of the Companies under Companies Act, or before the Registrar/Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV Firm to the North DMC before signing the contract agreement for the work. This agreement format (S.P.V.) shall invariably be part of the tender condition. In case the tenderer/ bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) and Work Order Security/Performance Security shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture agreement shall have, inter-alia, following clauses:
- 3.6.18.1** **JOINT AND SEVERAL LIABILITY** - The Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the North DMC for execution of the project in accordance with this tender. The JV members shall also be liable jointly and severally for the loss, damages caused to the North DMC during the course of execution of the contract or part thereof.
- 3.6.18.2** **DURATION OF THE JOINT VENTURE AGREEMENT** – It shall be valid during the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed.
- 3.6.18.3** **GOVERNING LAWS** – The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 3.6.19** **AUTHORISED MEMBER** - Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of the work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.

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- 3.6.20** No members of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the North DMC in respect of the said tender/contract.
- 3.6.21** Documents to be enclosed by the JV firm along-with the tender:
- 3.6.21.1** In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:
- (a) Notary certified copy of the Partnership Deed.
 - (b) Consent of all the partners to enter into the Joint venture agreement on a stamp paper of appropriate value (in original).
 - (c) Power of attorney (duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV agreement on behalf of the partners and create liability against the firm.
- 3.6.21.2** In case one or more members is/are Proprietary Firm or HUF the following documents shall be enclosed.
Affidavit or Stamp Paper of appropriate value declaring that his concern is a Proprietary Concern and he is sole proprietor of the Concern or he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf on HUF.
- 3.6.21.3** In case one or more members is/are limited companies the following documents shall be submitted:
- (a) Notary certified copy of resolution of the Directors of the Company, permitting the company to enter into a JV agreement, authorising MD or one of the Directors or Managers of the company to sign MOU, JV agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.
 - (b) Copy of Memorandum and articles of Association of the company.
 - (c) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person to do/act mentioned in the Para (a) above.
- 3.7.22.4** All the members of the JV shall certify that they have not been Black-listed/Debarred/Banned/ restrained by North DMC or any other Organisation / Ministry / Department of the Govt. of India/State Government / Public Sector Undertakings from participation in tenders/contract/business in the past either in their individual capacity or the JV firm or partnership firm in which they were members/partners.
- 3.8** Submit Undertaking by the bidder that he/she/they has/have not been banned/debarred/black-listed/restrained by North DMC or any other organization of State/Central Government /undertaking/ Department.
- 3.9** If the bidder is a dealer or distributor, he/she/they will submit Authorised dealership/ distributorship Certificate from the Original Manufacturer.
- 3.10** If the bidder is a dealer or distributor, he/she/they will submit Authorisation letter from the original Manufacturer for quoting the products in this tender.

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SECTION-4

GENERAL INFORMATION

4. TENDER DOCUMENT DETAIL

4.1 CONTENT OF TENDER DOCUMENT

The Tender contains procedure and contract terms are prescribed in the TENDER Documents. In addition to the TENDER Notice the Bidding documents include Covering Letter, Tender Form General Particulars of Tender, Experience–work/projects of Outsourcing of Malies. Declaration by the Bidder, Instruction to Bidder, General Condition of Contract, Scope of Work, Technical Bid, Financial Bid

4.1.1. The Bidder is expected to examine all instructions, forms, terms and conditions as mentioned in the Tender document. Failure to furnish all information required by the TENDER documents or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and is likely to result in out-right rejection of the Tender.

4.2 INFORMATION REQUIRED WITH THE PROPOSAL

4.2.1 The Bidder may also provide information with the TENDER in the form of separate sheets, drawings, catalogues etc.

4.2.3 LOCAL CONDITIONS

It shall be imperative on each bidder to fully inform him of all local conditions and factors, which may have any effect on the performance of the works covered under these documents. North DMC shall not entertain any request for clarifications from the Bidder, regarding such local conditions.

4.3 CLARIFICATION OF TENDER DOCUMENTS

4.3.1. A prospective Bidder requiring any clarification of the TENDER Documents may contact North DMC in writing at the North DMC's office address indicated in the Invitation for Tender.

4.3.2 Verbal clarifications and information's given by the North DMC or its employees or its representatives shall not be in any way entertained.

4.3.3 All the bidders are requested to be in touch with office of DDH/HQ/North DMC. All interested participants/Bidders/stake-holders are requested to visit/follow the North DMC website www.mcdonline.gov.in / North Delhi Municipal Corporation / Tenders/e-tendering for regular update and details thereof.

4.4. AMENDMENT OF TENDER DOCUMENTS

4.4.1 At any time prior to the submission of the TENDER or on or before pre bid meeting for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, modify the TENDER documents by amendments. No amendment shall be made after opening of Technical and financial bid.

4.4.2 The amendment in tender shall be made as per pre bid meeting and same will notified to the contractor by wide publicity. The mode of wide publicity for tenders and amendment in tender will be same.

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SECTION-5
PREPARATION OF BID /
TENDER DOCUMENT

5. PREPARATION OF BID TENDER DOCUMENT

5.1 LANGUAGE OF BID AND MEASURE

5.1.1 The TENDER prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and North DMC shall be written in the English or Hindi provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation units of measurement shall be MKS system. The Proposal and all related correspondence and documents shall be written in English or Hindi language. The currency for the purpose of the proposal shall be the Indian National Rupee.

5.2 DOCUMENT COMPRISING THE BID

5.2.1 The TENDER prepared by the Bidder shall comprise the following components.

- (a) Covering letter as provided in TENDER document.
- (b) TENDER form
- (c) Documentary evidence establishing that the bidder is eligible to TENDER and is qualified to perform the contract if its TENDER is accepted.
- (d) Earnest money furnished in accordance with the TENDER requirements.
- (e) Authorization letter/Power of Attorney in favour of the person representing his firm, that he is authorized to discuss with specific mention of this tender.

5.3 BID PRICE

5.3.1 The Bidder shall indicate prices on the appropriate financial bid schedule on e-tenders website portal of North DMC <http://NDMCetenders.com>. Quote of the bidder shall be inclusive of all taxes & duties.

5.3.2 DUTIES AND TAXES

Any new tax/duty is levied during the contract period the same will be borne by the firm/Bidder exclusively. TDS will be deducted from the payment of the Bidder as per the prevalent laws and rules of Government of India and Government of NCT of Delhi in this regard. The amount of taxes subject to TDS shall be shown clearly by the firm in the bills.

5.4 BID CURRENCIES

5.4.1 Prices shall be quoted in Indian Rupees (INR) only.

5.5 BID SECURITY (Earnest Money)

5.5.1 The bidder shall furnish, as part of its bid, bid security (earnest Money) for Rs.62,00,000/- (Rupees Sixty Two Lakh only) along-with Technical Bid as mentioned in the TENDER document in the form of a bank draft /pay order/Bank Guarantee within issued in favour of COMMISSIONER, North DMC payable at New Delhi.

5.5.2 Any bid without earnest money or if not in accordance with Tender will be rejected by the North DMC as nonresponsive.

5.5.3 No Interest shall be payable on the amount of earnest money deposit. The earnest money of successful tenders (L1) Contract Holder may be converted into Performance Security and shall be released after the expiry of the agreement.

5.5.4 The TENDER Bid Security (earnest money) may be forfeited:

- a) If a Bidder withdraws its TENDER during the period of validity.
- b) If the successful Bidder fails to sign the contract within stipulated period.
- c) If the bidder transfers to others/ impairs/ tampers with the bid in any respect.

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5.6 PERFORMANCE SECURITY

- 5.6.1 The successful Bidders, who will execute the agreement with North DMC for the Contract Holders for Outsourcing of Malies shall have to deposit a performance security amount equivalent to 5% of total Contract Value with in **15 (fifteen) days** from the date of issue of Letter of Intent/Acceptance. Failing which the Earnest Money Deposited with the TD may be forfeited and his bid will be held void. In case of Non deposit of Performance Security by the bidder he/she/they may be blacklisted in North DMC for further business.
- 5.6.2 The performance security deposit may be deposited in the form of Bank Guarantee/Bank draft/ Pay order/ F.D.R. of a Nationalized /Scheduled Indian Bank, having a branch in New Delhi and should be issued in favour of Commissioner, North DMC payable at New Delhi.
- 5.6.3 After satisfactory completion of the work, the 5% Performance Security received before Award of Contract, shall be released to the contractor/bidder.
- 5.6.4 To ensure due performance of contract which should remain valid for 60 days beyond the date of completion of all contractual obligations including warranty obligations.
- 5.6.5 If the performance security is deposited in the form of Bank Guarantee/F.D.R. it should be valid for a minimum period of Thirty (30) Months.

5.7 PERIOD OF VALIDITY OF TENDER

- 5.7.1 Validity of the offer should be minimum **Six** months from the date of opening of the financial bid of the tenders. Without this validity the tenders will be rejected. The validity of offer must also be mentioned on the envelope.
- 5.7.2 In exceptional circumstances; the North DMC will solicit the Bidder's consent to an extension of the period of validity. The request and the response there of shall be made in writing. The contract performance security shall also be suitably extended.

5.8 FORMAT AND SIGNING OF TENDER

- 5.8.1 The technical bid must contain the name, residence and places of business of the persons making the tender. All the documents submitted along-with TENDER must be signed and sealed by the Bidder with his usual signature. The name and designations of all persons signing should be typed or printed or stamped below the signature.
- 5.8.2 TENDER by corporation/ company must be signed with the legal name of the corporation/ company be the President or Managing director or by the 'Secretary' or Agent' or other designation. Without disclosing his Principal the TENDER may be rejected.
- 5.8.3 The original copy of the TENDER shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bid and bidder to the contract. The letter of authorization shall be submitted along with power-of-attorney, if any. All the pages of the bid shall be initialed by the person or persons signing the tender.
- 5.8.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be initiated by the person or persons signing the tender.

5.9 REFUND OF EARNEST MONEY / BID SECURITY

- 5.9.1 North DMC shall return Bid securities of the unsuccessful bidders at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 5.9.2 Bid security/Earnest Money received from all the short listed bidders after Stage-II of evaluation may be retained by North DMC for a period of 180(One hundred eighty) days from the date of opening of financial bid. The Earnest money will be refunded to unsuccessful bidders without payment of any interest on the request of the bidder after issue of Letter of Award/Work Order to successful bidder/s.
- 5.9.3 Bid security/Earnest Money in respect of **L-1** bidders/successful bidders for Contract may be refunded after successfully depositing the performance security amount equivalent to 5% of total Contract Value without payment of any interest OR The earnest money of successful tenders (L1) Contract Holders may be converted into Performance Security and shall be released after the expiry of the agreement.

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SECTION-6
SCOPE OF WORK

6 **SCOPE OF WORK**

- 6.1 The Contractor firm must provide standard and clean liveries to its employees with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the North-DMC for such items.
- 6.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at North-DMC'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 North-DMC to deduct a proportionate amount from the bills, as decided by the competent authority of North-DMC.
- 6.3 Contractor must deploy personnel not less than age of 18 and above 59 years. 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 North-DMC 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 North-DMC and shall also intimate changes in addresses of the staff as and when they take place.
- 6.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to North-DMC. It shall totally indemnify North-DMC in this regard.
- 6.5 Contractor should at all times indemnify North-DMC 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 thereto and rules made hereunder from time to time. North-DMC will not own any responsibility in this regard.
- 6.6 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify North-DMC in all respects under this contract.
- 6.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at North-DMC premises or on duty at any time during performance of their duties.
- 6.8 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.
- 6.9 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.

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6.10 The payments to its employees shall be disbursed through ECS/RTGS.

6.11 The claims in bills regarding wages paid to the outsource manpower deployed, Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced manpower) pertaining to the concerned month's bill. A requisite amount/portion of the bill/whole of the bill shall be held up till the proof is furnished, at the discretion of the North-DMC.

6.12 The claim of EPF, ESI etc. shall be paid as per actual amount is made to EPFO, ESIC etc.

7. SCOPE OF WORK – FOR SERVICES

7.1 Contractor's personnel shall be deployed in all Six Zones of North-DMC.

7.2 The unskilled employees (Malies) of Contractor are liable to be deployed as Mali in different Sections/ Wings of the North-DMC's jurisdiction. While working as Mali, the Contractor's personnel are liable to perform duties which are related to operations including maintenance and care of permanent features of Gardens such as lawns, trees shrubs, hedges including sweeping of lawns and litter etc. from the Garden/Park.

7.3 While providing all the Services, Contractor shall ensure that all duties are performed invariably as per the desired standards of the North-DMC, failing which it shall invoke penalty clauses of this Bidding Document.

7.4 The Contractor shall also ensure that such personnel are deployed in North-DMC's premises who can cater to the requirements of North-DMC's standards, failing which it shall be liable for Contractor to provide replacement immediately.

7.5 The working hours will be from 9:00 AM to 5:00 PM from Monday to Saturday. Sunday will be weekly off, however they may also be called on Sundays as and when required for which extra payment per person per day basis will be given.

7.6 The necessary requirement in terms of qualification, age, experience etc. shall as under:

1. Age : 18 to 59 years
2. Qualification- Primary Education (5th Pass)
3. Experience: A certificate of experience for minimum 1 year having worked as gardener.

Duties and responsibilities of Malies:

1. Lawn Moving
2. Hedge cutting,
3. Pruning
4. Maintenance of Parks in different season.
5. Maintenance of annual flower beds
6. Preparation and plantation of trees.
7. Preparation and plantation of shrubs.
8. Lawn moving by Machine.
9. Sweeping of leaves.

SECTION-7
SUBMISSION OF TENDER

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7. SUBMISSION OF TENDER

7.1 SEALING AND MARKING OF TENDER

- 7.1.1 The online tender must complete all technical and commercial aspect and should contain scanned copy of requisite certificate, informative literature etc. Any queries made should be promptly replied within following time schedule by the bidder. All documents should be submitted with technical bid manually submitted to this office.
- 7.1.2 Mail query required to be replied by mail 2 days
- 7.1.3 Query by letter may be replied by letter 7 days
- 7.1.4 TECHNICAL BID sealed envelope should contain online receipt of earnest money. It should be super scribed with TENDER no. Technical bid, EM & Tender Cost detail. All parts of TENDER documents and annexure duly signed should be submitted in the Technical Bid envelope. Requisite earnest money & Tender Cost in the prescribed form should be attached.
- 7.1.5 The Bidder should submit price bid online at e-tenders portal of North DMC website tenderwizard.com/NORTHDMCETENDER OR <http://NDMCetenders.com> only. Quote of the bidder shall be inclusive of all taxes & duties. Anything in regard of financial condition, payment terms, rebate etc. mentioned in Technical bid may make the Tender invalid. Therefore, it is in the interest of the Bidder not to write anything extra.
- 7.1.6 The Correspondence envelope/s shall be addressed to the Deputy Director (Hort.)/HQ/ North DMC.

7.2 EXPENSES OF AGREEMENT

A formal agreement should be entered between North DMC and the Bidder for the proper fulfillment of the contract. The expenses of cost of agreement papers along-with completing and stamping of the agreement shall be paid by the Bidder. The agreement shall be Contract Holder valid for one year from the date of execution of agreement and extendable for next one year subject to satisfactory performance of the firm and mutual consent between North-DMC and firm.

7.3 DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted at the stipulated date and time specified in the TENDER documents. The Technical Bids may be submitted manual however the financial bids shall only be submitted online at e-tenders portal of North DMC website.

7.4 LATE BIDS

No late bid shall be entertained and no claim regarding late submission shall be entertained in this regard.

7.5. SPIRAL BINDING OF TECHNICAL BIDS

If the technical bids being submitted manually, the bidder must submit the Technical bids duly spiral binding of all the documents which are being submitted. The bid pages should be clearly serial numbered.

SECTION-8

EVALUATION CRITERIA

8. EVALUATION CRITERIA

To be eligible for evaluation of its Proposal, the Applicants have to fulfill the following conditions:

8.1 MANDATORY

- 8.1.1 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.
- 8.1.2 Registration:** The Bidder should be registered with the Income Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation etc.
- 8.1.3 Clearance:** The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.
- 8.1.4 Experience:** The Bidder should have experience in providing manpower / facility management in the Government Departments / Public Sector Undertaking (Central or State)/Corporate Institutions with in last seven years. In case no bidder has provided government experience / public sector experience, then the bidders with experience in reputed organizations may be considered by the competent authority of the NORTH-DMC.
- 8.1.5** Minimum Experience of having successfully completed works with in last 7 years ending previous day of last date of submission of application.
Bidder should have experience of successfully executing the work for providing of manpower costing above Rs.1240.00 Lakh(minimum three works) OR work above Rs.1860.00 Lakh (minimum two works) OR work above Rs.2480.00 Lakh (minimum one work) AND One completed work of any nature costing not less than the amount equal to Rs.1240.00 Lakh with some Central Government Department/ State Government Department/ Central Autonomous Body/Central Public Sector undertaking/State Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City/ Corporate Institute formed under any act by Central/State Government and published in Central/State Gazette.
- 8.1.6 TURNOVER:** Minimum Average annual financial turnover, duly verified by registered CA, should be at least **Rs. 15.50 Crore** during the immediate last 3 consecutive financial years. Audited report/audited balance sheet for the preceding three (3) financial years should be submitted along-with a summarized sheet verified by a registered CA. The bidder should not have incurred any loss in more than two years during last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.

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- 8.1.5 **SOLVENCY CERTIFICATE:** Bidders will submit Solvency certificate for an amount equal to **Rs.1240.00 Lakh** from a Nationalized/Scheduled bank in India.
- 8.1.6 Valid CST / VAT / GST Registration Certificate.
- 8.1.7 Undertaking by the bidder that he/she/they has/have not been banned/debarred/black-listed/restrained by North DMC or any other organization of State/Central Government /undertaking/ Department.
- 8.1.8 Bidder shall Sign duly Stamped/sealed on each page of the tender/bidding document submitted.
- 8.1.9 If the bidder is a dealer or distributor, he/she submit authorised dealers/ distributors Certificate of the Original Manufacturer.

NOTE: IF ANY BIDDER DOES NOT FULFILL THE MANDATORY MINIMUM ELIGIBILITY CONDITIONS ITS/THEIR BID/S ARE LIABLE TO BE REJECTED.

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8.2. THE FOLLOWING CRITERIA BUT NOT RESTRICTED THERETO, WILL BE USED TO EVALUATE PROPOSALS:

S. No.	Attributes	Evaluation	Max. Marks	Information Submitted by the Firm	Marks	Remarks
(a)	FINANCIAL CAPABILITY (Annual Turnover)-		20			
	Turnover- Rs. 1550 Lacs	i. 60% Marks for minimum eligibility criteria. ii. 100% marks for twice the minimum eligibility criteria or more in between (i) & (ii) – on pro-rata basis				
(b)	Experience in similar Works		20			
	Class of works	i. 60% Marks for minimum eligibility criteria. ii. 100% marks for twice the minimum eligibility criteria or more in between (i) & (ii) – on pro-rata basis				
©	Performance Works (Time Over)					
	Parameter	Score				
(c)	Performance Works (Time Over)		20			
	Parameter	Score				
	Calculation for Points if TOR=	1.00	2.00	3.00	>3.50	
i)	Without levy of Compensation	20	15	10	10	
ii)	With levy of Compensation	20	5	0	-5	
iii)	Levy of Compensation not decided	20	10	0	0	
Note: Marks for value in between the stages indicated above is to be determined straight line variation basis						
(d)	Performance of Works	20 Marks	20			
i)	Outstanding	20 Marks				
ii)	Very Good	15 Marks				
iii)	Good	10 Marks				
iv)	Poor	00 Marks				
(e)	Quality Related Marks		20			
i)	ISO (Less than 5 years)	05 Marks				
ii)	ISO (5-10 Years)	10 Marks				
iii)	SA 8000	05 Marks				
iv)	OHSAS	05 Marks				
v)	Any other International Accreditation Certificate	05 Marks				
		Total	100			

NOTES:

- Evaluation of Proposals will be done by an Evaluation Committee formed by the North DMC.**
The Committee shall determine the approach and methodologies for the issues, which may arise during the evaluation exercise and have not been addressed in this Tender Document. The decision of the Committee shall be final and binding on all the Bidders.
- COMPLETED SIMILAR WORK/S MEANS THE WORK OF PROVIDING OF MANPOWER**

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3. THE VALUE OF EXECUTED WORKS SHALL BE BROUGHT TO CURRENT COSTING LEVEL BY ENHANCING THE ACTUAL VALUE OF WORK AT SIMPLE 7% PER ANNUM; CALCULATED FROM THE DATE OF COMPLETION TO LAST DATE OF RECEIPT OF APPLICATIONS FOR TENDERS.
4. THE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED BE SUBMITTED ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, WITH SEAL/STAMP FOR WHICH THE WORK HAS BEEN EXECUTED. THE CERTIFICATE SHALL BE ISSUED FROM THE OFFICER NOT BELOW THE RANK OF EXECUTIVE ENGINEER / PROJECT MANAGER OR EQUIVALENT OR WORK ORDER ISSUING AUTHORITY. THE COMPLETION CERTIFICATE SHALL CONTAIN THE NECESSARY INFORMATION OF NATURE OF WORK COMPLETED, COMPLETION TIME, AMOUNT OF WORK EXECUTED ETC.
5. Only those Bidders who have secured minimum **60 marks** or above out of 100 including 8.2.1 & 8.2.2 (as mentioned above in the table) subject to fulfilling minimum eligibility shall be considered for further evaluation including evaluation of their Financial Bid.
6. The Financial Proposal of the firm/s that qualifies the said eligibility criteria shall be opened.

SECTION-9

TENDER OPENING AND EVALUATION

9. TENDER OPENING AND EVALUATION

9.1 OPENING OF TENDER

The procedure of opening of the TENDER shall be as under:

- 9.1.1 The Technical bid envelop bearing TENDER no. and subscribed “**Technical bid, EMD & Tender Cost**” shall be opened at the time and date mentioned in the TENDER notice by committee, constituted by North DMC, in the presence of tenderers/bidders, who choose to be present. First envelope shall contain two separate envelopes of Technical Bid & EMD.
- 9.1.2 Financial bid shall be submitted online on e-tenders portal of North DMC website. Financial bid shall be opened after establishing technical suitability of the offer. Financial bid of only those Bidders shall be opened whose Technical Bid shall be found commercially clear and technically suitable and qualified by the Evaluation Committee, constituted by the North DMC.
- 9.1.3 The date of opening of financial bid shall be notified after evaluation of technical bids, intimation of this effect may be sent to Bidders by mail/Speed post/fax etc. It will be in the interest of the Bidder to send their authorized representatives well conversant with the TENDER and competent enough to take decision on technical and financial matter at the time of opening of Technical Bid. All interested participants/Bidders/stake-holders are requested to visit/follow the North .D.M.C. website www.mcdonline.gov.in / North Delhi Municipal Corporation /Tenders/e-tendering portal for regular update and details thereof

9.2 CLARIFICATION OF TENDER

- 9.2.1 **To assist in the examination, evaluation and comparison of bids the North DMC may at its discretion ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing.**

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SECTION-10
DECLARATION BY THE
TENDERER/BIDDER

10. DECLARATION BY THE TENDERER/BIDDER

I/We _____

(hereinafter referred to as the Bidder) being desirous of tendering for the work of "Outsourcing of Malies (UN-SKILLED) for Horticulture work in all Six Zones of Horticulture department under Jurisdiction of North Delhi Municipal Corporation" as per the above mentioned TENDER and having fully understood the nature of the work and having carefully noted all the terms and conditions, etc. as mentioned in the TENDER document, DO HEREBY DECLARE THAT:

1. The Bidder is fully aware of all the requirements of the TENDER document and agrees with all provisions of the TENDER document.
2. The Bidder is capable of completing the work as required in the tender.
3. The Bidder accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
4. The Bidder has no collusion with other Bidder, any employee of North DMC or with any other person or firm in the preparation of the bid.
5. The Bidder has not been influenced by any statement or promises of North DMC or any of its employees, but only by the TENDER document.
6. The Bidder is financially solvent and sound to execute the work.
7. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of North DMC.
8. The information and the statements submitted with the TENDER are true.
9. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
10. The Bidder has not been banned/debarred/black-listed/ restrained by North DMC or any other organization of State/Central Government /undertaking/ Department.
11. This offer shall remain valid for acceptance for 6 (Six) months from the date of opening of the tender.
12. The Bidder has attached herewith the earnest money as required in the TENDER document.
13. The Bidder accepts that the earnest money be absolutely forfeited by North DMC if the Bidder fails to undertake the work or sign the contract within the stipulated period.
14. The Bidder gives the assurance to execute the tendered work as per terms and conditions of tender.

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15. The bidder gives the assurance that no misleading or false representation or deliberately suppressed information in the forms, statements and enclosures has been submitted.
16. If the TENDER is submitted through Power of Attorney the Bidder has submitted Power of Attorney for Signing of Application as per format in favour of the Authorized Signatory.
17. At any stage, if any documents/information submitted by the bidder found forged/ false/fabricated/ incomplete/unsatisfactory, the North DMC may reject the bid without any notice and bidder may be blacklisted from the North D.M.C. and the bidder will have no objection to it.

(Signature of Bidder)

With SEAL

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SECTION-11

CHECK LIST OF ANNEXURES

11. CHECK LIST OF ANNEXURES WITH TECHNICAL BID

Sl. No.	Particulars	YES/NO	Page No.
1.	Have you filled in and signed the Contact Details Form ?		
2.	Have you read and understood various conditions of the Contract and shall abide by them ?		
TECHNICAL BID			
3.	Have you enclosed the EMD of Rs.____ in the Technical Bid ?		
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents ?		
5.	Have you attached proof of having met the following minimum eligibility criteria ?		
5.1	Legal Valid Entity : Have you attached attested Certificate issued by the Registrar of firms / Companies ?		
5.2	Financial Capacity : Have you attached Audited Balance Sheets ?		
5.3	Registration with Government Bodies like ESIC, EPF, Labour Laws : Have you attached a Registration copy of each of the certificate ?		
5.4	Experience : Have you attached the attested experience certificates issued by the Organizations / Government Depts.?		
5.5	Manpower : Have you attached proof of manpower?		
5.6	Have you enclosed copy of GST No.		
5.7	Have your enclosed copy of Service Tax Registration No.		
6	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid ?		
7.	Have your Technical Bid been packed as per the requirements of the Tender ?		
8.	Have you enclosed Affidavit stating that the company is / has not been black listed by Central Government Departments / State Government / Statutory Bodies / Autonomous Bodies/ PSUs/ Private Sectors		
9	Have you enclosed the Tender Cost of Rs.1500/- (Rupees One Thousand Five Hundred only) or have already deposited the Tender Cost before the Technical Bid ?		

Please flag the annexures and write pages number in the box.

All the documents submitted shall be page numbered.

SPIRAL BINDING OF TECHNICAL BIDS

The bidder must all documents of Technical bids in spiral binding. The bid pages should be clearly serial numbered.

(Signature of Bidder)

With Seal

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**SECTION-12
APPLICATION FORMAT &
ANNEXURE PROFORMAS**

12. APPLICATION FORMAT & ANNEXURE PROFORMAS

12.1 APPLICATION FORMAT FOR SUBMISSION OF BID

FROM:

(Full name and address of the Bidder)

M/S.....
.....
.....
.....

To

Dy. Director (Horticulture)/HQ,
North Delhi Municipal Corporation
E-1 Block, 16th Floor, Civic Centre
New Delhi-110002

Subject: Outsourcing of Malies (UN-SKILLED) for Horticulture work in all Six Zones of Horticulture department under Jurisdiction of North Delhi Municipal Corporation.

Sir,

I/We hereby submit our offer in full compliance with terms & conditions of the Tender. The Technical BID is submitted in sealed envelope marked Technical Bid and Financial Bids are being submitted online on e-tender portal of North DMC.

The bidder gives the assurance that no misleading or false representation or deliberately suppressed information has been submitted.

I/We hereby certify that all the statement made and information supplied in the enclosed documents are true and correct.

I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

The Technical bids are being submitted in **Spiral Binding** of all the documents.
The bid contains _____ pages.

**(Signature of Bidder)
With Seal**

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12.2 ANNEXURE PROFORMAS

12.2.1 FORMAT / COVERING LETTER FOR SUBMISSION OF TECHNICAL BID

(To be submitted on Bidder's Letter Head duly signed by the Bidder's authorized signatory)

To

Dy. Director (Horticulture)/HQ,
North Delhi Municipal Corporation
E-1 Block, 16th Floor, Civic Centre
New Delhi-110002

Sub: Outsourcing of Malies (UN-SKILLED) for Horticulture work in all Six Zones of Horticulture department under Jurisdiction of North Delhi Municipal Corporation.

Sir,

I/We hereby submit our Technical Bid for the work subjected above along with necessary documents.

I/We are legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956.

I/We registered with the Income Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation etc

I/we are enclosing all the documents of technical bids as per Section-17 of this TENDER
I/We hereby certify that all the statements made and information supplied in the enclosed forms are true and correct.

I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

This offer is being made by us after taking into consideration all the terms and conditions stated in the Tender document, accept all risks and contingencies and all other conditions that may affect the Financial proposal.

We agree to keep our offer valid for **6 Months** from the due date of opening of this Technical Bid/Proposal AND further validate the offer of Financial Bids for another 6 months from the date of opening of Financial Bids.

The Technical bids are being submitted herewith and all documents have been got done **Spiral Binding.**

Encl. : Pages 1 to _____

Authorized signatory
Name & Seal of Bidder

Date:
Place

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12.2.2 EXPERIENCE (PROFORMA/FORMAT)

Details of project completed in respect of registered with the Income Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation etc in favour of the Bidder

The experience certificate may be submitted in the following format about similar projects undertaken, if any

1. Name of organization, which has awarded the work:
2. Name and address of the firm/ contractor who have executed the work:
3. Name & location of the work. :
(Please also enclosed copy of work order)
4. Nature of Work Executed / Completed:
5. Total contractual amount :
6. Total cost of work completed
7. Date of Award :
8. Date of Completion of Work
9. Detail of involvement in work as an Individual or as a company or as partner or Joint Venture Firm etc.
10. Was the work satisfactory completed within stipulated period or not?
(Please attach copy of the related document/ Item/s of work executed/performed)

Signature & Seal of Issuing Authority

NOTE

COMPLETED SIMILAR WORK/S MEANS THE WORK OF PROVIDING OF MAN POWER

THE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED BE SUBMITTED ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, WITH SEAL/STAMP FOR WHICH THE WORK HAS BEEN EXECUTED. THE CERTIFICATE SHALL BE ISSUED FROM THE OFFICER NOT BELOW THE RANK OF EXECUTIVE ENGINEER / PROJECT MANAGER OR EQUIVALENT OR WORK ORDER ISSUING AUTHORITY. THE COMPLETION CERTIFICATE SHALL CONTAIN THE NECESSARY INFORMATION OF NATURE OF WORK COMPLETED, COMPLETION TIME, AMOUNT OF WORK EXECUTED ETC.

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12.2.3 FORMAT FOR TURNOVER & FINANCIAL CAPABILITY OF BIDDER

Particulars/ Accounting Year	2016-17	2017-18	2018-19
1. Authorized Share Capital			
2. Paid up Share Capital (excluding share Application Money and Preference Shares)			
3. Reserves and Surpluses (excluding revaluation reserves)			
4. Total Turnover of the Firm			

Note:

1. Attach certified copies of Annual Audited Balance Sheet and IT Returns Certificate for the past 3 years.
2. Attach Certificate duly signed by the Statutory Auditors depicting year-wise mobilization.
3. The above data must be submitted for all Relevant Consortium members, duly certified by Statutory Auditor.
4. The bidder should not have incurred any loss in more than two years during last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.

Signed by CA/Statutory Auditors
(With seal & registration no.)
(Signature of Bidder)
with SEAL

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12.2.4 FORMAT FOR SOLVENCY CERTIFICATE

(TO BE ISSUED FROM NATIONALISED/SCHEDULED BANK)

(On Banks Letter Head)

No.....

Date:

To

Dy. Director (Horticulture)/HQ,
North Delhi Municipal Corporation
E-1 Block, 16th Floor, Civic Centre
New Delhi-110002

A/c to (Bidder Firm Name) _____

SOLVENCY CERTIFICATE.

We the _____ (**Bank Name**) do hereby certify that _____ (**Name of the Bidder Firm and address**) _____ having their office at _____ (**Office Address**) is solvent to the extent of Rs. _____ (Rupees _____) as disclosed by the information and records which are available with the aforesaid bank.

For (Bank Name)
Sign & Stamp of Bank Manager

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12.2.5 FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Power of Attorney

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr /Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging construction of the project in the country of India, including signing and submission of all documents and providing information/responses to North DMC, representing us in all matters before North DMC, and generally dealing with North DMC in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

.....

Accepted

_____ (Signature)

(Name, Title and Address) of the Attorney

Note:

The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure. (To be signed and executed on non- judicial Stamp Paper of an appropriate value)

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**12.2.6 BANK GUARANTEE PROFORMA FOR E.M.D.
(In case of EMD deposited through Bank Guarantee)**

(To be executed on non Judicial stamped paper of an appropriate value)

No.....

Date.....

Bank Guarantee in favour of “COMMISSIONER, North DMC” payable at New Delhi and shall be addressed to:

**DY. DIRECTOR (HORT.)/HQ
NORTH DELHI MUNICIPAL CORPORATION
16TH FLOOR, E-BLOCK, CIVIC CENTRE,
MINTO ROAD, NEW DELHI-110002**

Bank Guarantee No: Date.....
Amount of Guarantee:
Guarantee Period : From to..... (Minimum 8 (eight) Months)
Guarantee Expiry Date:
Last date of Lodgment:

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated.....for Outsourcing of Malies Workers (UN-SKILLED) for Horticulture work in all Six Zones of Horticulture department under Jurisdiction of North Delhi Municipal Corporation vide Tender No. DATED Know All Men by these presents that WEof having our registered office at (Hereinafter called ‘the Bank’) are bound unto The Commissioner, North DMC (hereinafter called the “Owner”) in the sum of Rs.6,00,000/- (Rupees Six Lakh only) for which payment will and truly to be made to the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form.
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the North DMC.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the department having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in TENDER for a period of eight (8) months of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch
Tel No. and Fax No. of Branch

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**12.2.7 BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY
(In case of PERFORMANCE SECURITY deposited through Bank Guarantee)**

(To be executed on non Judicial stamped paper of an appropriate value)

Bank Guarantee in favour of “COMMISSIONER, North DMC” payable at New Delhi. And shall be addressed to :

DY. DIRECTOR (HORT.)/HQ
16th FLOOR, E-BLOCK, CIVIC CENTRE,
MINTO ROAD, NEW DELHI-110002

Bank Guarantee No : Date.....
Amount of Guarantee :
Guarantee Period : From to..... (Minimum 30 Months)
Guarantee Expiry Date :
Last date of Lodgement :

WHEREAS Commissioner, North Delhi Municipal Corporation (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of Intent (LoI)*] (“**Contract**”) with..... [*insert name and address of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution the work of “Outsourcing of Malies (UN-SKILLED) for Horticulture work in all Six Zones of Horticulture department under Jurisdiction of North Delhi Municipal Corporation” through Dy. Director (Horticulture Department) HQ, North DMC, E-1 Block, 16th Floor, Dr. S.P. M. Civic Centre, J.L. Nehru Marg, New Delhi-110002, shall have the meaning ascribed to it in the Contract based on the terms & conditions set out in the Tender Documents number **Dated** and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid upto 39 months from the date of Letter of Intent or the Contract Period including any extension thereof whichever is later.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor

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and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount as and when claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here]..... only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the validity period of this Guarantee as mentioned above.

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- (ix) Unless a Demand under this bank guarantee is filed against the Bank within twelve (12) months from the date of expiry period of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or not fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

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12.2.8

THIS AGREEMENT is made on between Dy. **Director (Hort.)HQ North- Delhi Municipal Corporation** (hereinafter referred to as “North-DMC” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at E- Block, 16th Floor, Dr. S.P. M. Civic Centre, J.L. Nehru Marg, New Delhi-110002

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to North-DMC.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the North-DMC invited bids through open tender, vide Notice Inviting Tender datedfor “**availing manpower services (Unskilled labour to work as Mali) vide Tender No.**”
- II. **AND WHEREAS** the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the North-DMC
- III. **AND WHEREAS** the North-DMC has selected M/s.....as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees Only].
- IV. **AND WHEREAS** the North-DMC desires that the manpower services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the North-DMC shall enter into contracts with other contractors / parties for the manpower services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the NORTH-DMC and the Contractor as parties of competent capacity and equal standing.
- VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing manpower services in the NORTH-DMC’s premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the North-DMC.

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- VIII **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill
- VIII. **AND WHEREAS** the North-DMC and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the North -DMC.
 - (b) Notice to Proceed (NTP) issued by the North -DMC
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the North -DMC.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges – Schedule annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
 3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- VII. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

SECTION-13

AWARD OF CONTRACT

13 AWARD OF CONTRACT

13.1 NEGOTIATION OF RATES

13.1.1 North DMC reserves the right of **negotiation** with eligible bidder/s before the finalization of the TENDER

13.1.2 If the price of L1 is not acceptable, North DMC may in the first instance negotiate with L1 only for arriving at a reasonable/acceptable price.

13.2 The North DMC reserves the right at the time of award of Contracts to contractor to increase or decrease the number Mali without any change in price or other terms and conditions.

13.3 The Department may increase or decrease the contract before and after the award of work to respective bidder/s as per their performance & capability.

13.4 North DMC RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

North DMC reserves the right to reject any or all the tenders or accept any TENDER in total or in parts or work may be divided among various Bidders without assigning any reason thereof.

13.5 NOTIFICATION OF AWARD

Prior to the expiration of the period of TENDER validity the North DMC will notify the Bidders by registered letter or e-mail or Fax, to be confirmed in writing by letter, that the bid has been accepted.

13.6 ISSUE OF WORK/SUPPLY ORDERS & EXECUTION PERIOD

13.6.1 The Agency / Firm, will be finalized for Contract for a period of one year from the date of execution of agreement and extendable for next one year subject to satisfactory performance and mutual consent of the firm.

13.7 CONTRACT

Before execution of the work, a contract agreement for execution of the work shall be signed with the Bidder, as per the draft agreement issued by North DMC. Since the agreement will be of Annual Contract type, it will be same for all the eligible Bidders and no deviations will be accepted. Bidder has to sign the agreement within the **15 days** of communication of acceptance of the offer by North DMC; otherwise earnest money of the Bidder deposited with the TENDER shall be forfeited and firm may be debarred / blacklisted in North DMC. The expenses of stamp duty, with respect to the agreement/s shall be borne by the Bidder. If required and desired by the end user the successful Bidder may have to enter in an agreement with the end user on the similar terms & conditions.

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SECTION-14

GENERAL CONDITIONS & INFORMATION OF CONTRACT

14 GENERAL CONDITIONS & INFORMATION OF CONTRACT

- 14.1 North DMC shall mean North Delhi Municipal Corporation or Director (Horticulture) or his authorised representative of North Delhi Municipal Corporation with office at 16th Floor, Civic Centre, New Delhi and shall also include its successors in interest and assignees. The contractor shall mean the person whose TENDER has been accepted by North DMC and shall include his legal representatives, successors in interest and assignees.
- 14.2 The agreement shall be for one year from the date of execution of agreement and extendable for next one year subject to satisfactory performance and mutual consent of the firm.
- 14.3 That on the request of the contractor and also in the interest of the organization the North DMC is at liberty to extend the validity of the agreement, subject to that the request of the contractor is received before the expiry of the agreement period, or any extended period granted to the contractor.

14.4 LIQUIDATED DAMAGES

- 14.8.1** The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 5th of every month, failing which penalty of Rs.10000/- per day will be imposed upto 15th of the month and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The North-DMC will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- 14.8.2** Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the North-DMC, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the North-DMC and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.
- 14.8.3** The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of

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workers are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).

14.8.4 The contractor shall have to comply with all the rules, regulations, laws and by-laws for the time being in force and the instructions if any, of the organization. North DMC shall have no liability in this regard.

14.5 FORCE MAJEURE

14.9.1 Notwithstanding the provisions of clauses contained in this deed; the contractor shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfill his obligation under this deed due to event of force majeure circumstances.

a. For purpose of this clause, "Force majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Govt. either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes.

b. If a force majeure situation arises, the contractor shall promptly notify the North DMC in writing within a week from the date situation so arises.

14.9.2 The High Court of Delhi and Courts subordinate thereto, shall alone have jurisdictions to the exclusion of all other courts.

14.9.3 The contract shall not without the consent in writing of North DMC, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party

14.9.4 If any question, dispute or difference what so ever shall arises between North DMC and the contractor, in the connection with this agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Commissioner or a person nominated by him. This reference shall be governed by the Indian Arbitration Act, and the rules made there under. The award in such arbitration shall be final and binding on both the parties. Work under the agreement shall be continuing during the arbitration proceedings unless the North DMC or the arbitrator directs otherwise.

14.9.5 North DMC may at any time by notice in writing to the contractor either stop the deployment of manpower altogether or reduce or cut it down. If the deployment of manpower is stopped all together, the contractor will only be paid for deployed staff and expenses distinctly incurred by him as on deployment of manpower up to the date on which such notice is received by him. Such expenses shall be assessed by North DMC, whose decision shall be final and binding on the contractor. If the deployment is cut

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down the contractor will not be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to provide the manpoer included in the contract.

14.9.6 The Contract being a standing offer can be revoked by the contractor as well as short-closed by the North DMC at any time during the currency of the contract through prescribed notice. Since, the contract is a standing offer and is merely a document embodying various terms of the standing offer made by the contractor for acceptance by the department, either party namely; contract holder/department can legally revoke/cancel the contract at any time during the currency of the contract giving a notice of 45 days. The revocation of the contract on the part of the contract holder shall take effect 45 days from the date of communication of revocation is received by the department. The cancellation of the contract by the department shall take effect 45 days from the date of issue of letter notifying short-closure. The North DMC has also an option to re-negotiate with the contract holder to bring the contract prices in line with the market prices whenever market fluctuations affect the price abnormally.

14.10 INSPECTION

14.10.1 The inspection procedures are required by the North DMC shall be got done in the presence of North DMC's representative if so desired by North DMC.

14.10.2 The North DMC or its representative shall have the right to inspect the deployment of staff to confirm their conformity to the contract.

14.11 TERMINATION FOR INSOLVENCY

North DMC may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the North DMC.

14.12 TERMINATION FOR CONVENIENCE

The North DMC, may by written notice sent to the Bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the department's convenience in the interest of North DMC.

14.13 APPLICABLE LAW

The contractor shall be interpreted in accordance with the laws of the department's country i.e. India. The station of North DMC Headquarter at Delhi shall have exclusive jurisdiction in all matters arising under this contract in Hon'ble courts of Delhi.

14.14 NOTICE

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14.14.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or telex/ cable or Email and confirmed in writing to the address specified for that purpose in the special condition of contract.

14.14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

14.15 TAXES AND DUTIES

14.15.1 Any new tax/duty is levied during the contract period the same will be borne by the firm exclusively. TDS will be deducted from the payment of the contractor as per the prevalent laws and rules of Government of India and Government of NCT of Delhi in this regard.

14.16 OTHERS:

14.16.1. The Contractor in consultation with concerned Officer of North DMC will conduct training programme for users, focusing on main features of Horticulture work.

14.16.2 The TENDER document signed and sealed on each page and annexure duly attached in the last of the document making one document should be enclosed. Typing the formats in other pages, changing the serial order, loose papers etc will not be accepted.

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SECTION-15

GENERAL PARTICULARS OF TENDER & BIDDER

15. GENERAL PARTICULARS OF TENDER & BIDDER

PARTICULARS OF TENDER No. _____

- | | | |
|--------------|---|---|
| 15.1 | Particulars of the work | Outsourcing of Malies (UN-SKILLED) for Horticulture work in all Six Zones of Horticulture department under Jurisdiction of North Delhi Municipal Corporation |
| 15.2 | Estimated cost of Project/ Contract | Rs.31.00 Crores (Rupees Three Crores only). |
| 15.3 | Number of Malies Workers | 1281 numbers (may increase or decrease) |
| 15.4 | Period of Contract | One Year from the date of execution of agreement and extendable for next one year subject to satisfactory performance of the firm and mutual consent between North-DMC and firm |
| 15.5 | Cost of TENDER document (Non-refundable) | Rs.1500/- (Rupees one thousand Five Hundred only) in the form of Bank Draft/Pay Order only issued in favour of Commissioner- North DMC payable at New Delhi. |
| 15.6 | Amount of Earnest money deposit | Rs.62,00,000/- (Rupees Sixty Two Lakh only) in the form of Bank Draft/ Pay Order/Bank Guaranty/FDR issued in favour of "Commissioner, North DMC" payable at New Delhi. |
| 15.7 | Period of validity of TENDER for acceptance | Six Months from opening of financial bid of Tender |
| 15.8 | Date and Time of submission of tender | _____ till ____ pm |
| 15.9 | Date and Time of opening of Technical Bid | _____ at 3 ____ pm |
| 15.10 | Date and Time of opening of Financial Bid | To be informed separately after opening of Technical Bid. |
| 15.11 | Place of opening of tender | Office of Deputy Director(Hort.)/HO/ |

**OUTSOURCING OF MALIES (UN-SKILLED) FOR HORTICULTURE WORK
DIRECTORATE OF HORTICULTURE
NORTH DELHI MUNICIPAL CORPORATION
NEW DELHI**

North DMC
16th Floor, Dr. S.P.M. Civic Centre,
J.L.Nehru Road, New Delhi-110002

15.12 THE BIDDER WILL SUBMIT PARTICULAR IN THE BELOW FORMAT:

- 15.12.1** Name of firm :
- 15.12.2** Postal Address :
- 15.12.3** Telegraphic address :
- 15.12.4** Telephone, Fax No :
- 15.12.5** E-mail :
- 15.12.6** Web site :
- 15.12.7** Name and designation of the :
representative of the Bidder to
whom all references shall be made
and his contact mobile number. :
- 15.12.8** Amount of the earnest money deposited.
- 15.12.9** Details of TENDER fee
Amount of TENDER Fee paid
Bank Draft no. and date Annexure I
- 15.12.10** Details of Earnest money :
Bank Draft no. and date etc as Annexure-IA
- 15.12.11** Financial capacity of the
Bidder for carrying out the work .
- 15.12.12** Address of the firm in Delhi, if any.
- 15.12.13** Has anything/extra other than price (as
mentioned in price Schedule) have been
written in the price schedule.
- 15.12.14** Has the Bidder have been ever
Banned/Debarred/black-listed / restrained
By any Govt. Department/Undertaking..
- 15.12.15** Details of offer (please mention number of
pages and number of copies attached).
- 15.12.16** Reference of any other information :
attached by the TENDER (please
Mention no. of pages to be attached)
- 15.12.17** Has the Bidder have any relative
working in North DMC if yes state the
Name and designation.

**(Signature of Bidder)
with Seal**

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DIRECTORATE OF HORTICULTURE
NORTH DELHI MUNICIPAL CORPORATION
NEW DELHI

SECTION-16

TECHNICAL BID

16. TECHNICAL BID

The **Technical Bid** should comprise of the following documents.

- 16.1 Covering Letter.
- 16.2 Check List of Annexure.
- 16.3 The Bidding Company should be a Limited / Private Limited Company, registered under the Companies Act, 1956.
- 16.4 Certificate/Permission of business registration in India.
- 16.5 Detail of TENDER Document fee.
- 16.6 Details of Earnest Money Deposit
- 16.7 Turnover Certificate (last three financial years) duly verified by a registered Chartered Accountant for the year 2016-17, 2017-18, 2018-19.
- 16.8 Bank Solvency Certificate of Nationalised Bank/Scheduled Bank
- 16.9 Period of Validity of Bids submitted for acceptance.
- 16.10 Experience Certificate/s
 - (i) Experience Certificate issued of works completed by competent authority work/s for "Outsourcing of Malies with copy of Work Order/s.
 - (ii) Certificate/s of completed works in any Government Department
- 16.11 I.S.O. Certificate
- 16.12 Income Tax/PAN Registration No. Document.
- 16.13 Valid CST/VAT registration certificate document.
- 16.14 Production plan as per IS Procedure.
- 16.15 Written commitment/undertaking to establish adequate localized service facilities/centres in Delhi.
- 16.16 Declaration/Undertaking stating that the company is / had not been **banned/debarred/black-listed/ Restrained** by any organization of Central Government Departments / State Government / Statutory Bodies / Autonomous Bodies/ PSUs/ Private Sectors etc.
- 16.17 Power of Attorney, if the TENDER is submitted other than the proprietor of the firm.
- 16.18 PERSONNEL AND ESTABLISHMENT
- 16.19 Purchased/Downloaded tender document with details filled of the bidder be attached.
- 16.20 **SPIRAL BINDING OF TECHNICAL BIDS:** The bidder must submit all documents of Technical bids in spiral binding and all the pages should be clearly serial numbered.
- 16.21 Signed and Stamped on each page of the Bidding documents submitted by the bidder.

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NEW DELHI

SECTION-17

PRICE BID

The tentative requirements of manpower in each of the category shall be as under:

Category	Tentative Requirement of Manpower	Qualification and Experience
Un-skilled Labour to work as Mali	1281 However, actual number may vary depending on the requirement	<ol style="list-style-type: none"> Age : 18 to 59 years Qualification- Primary Education (5th Pass) Experience: A certificate of experience for minimum 1 year having worked as gardener.

- i. Total Consolidated monthly amount (including Minimum Wages, ESIC, EPF etc.) per person should be quoted by the bidder under each of the category separately.
- ii. The bidder should quote the monthly consolidated amount in the **Table** given below.
- iii. Payments shall be made by the **North** -DMC as per the terms and conditions of the Tender Documents.
- iv. Prices shall be valid for a period of one year. However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum wages accordingly to the **North** -DMC, which shall be considered and agreed, if found reasonable by the **North** -DMC.
- v. The charges shall be on 26 days a month basis (as per the norms of Government of NCT of Delhi, Labour Department).
- vi. The quoted consolidated monthly amount prices shall be inclusive of all charges including our contribution towards ESI, PF, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform, Supervisor of company etc.
- vii. The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess 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.
- viii. Service charges should not be NIL as per GFR 2017 Rules

BOQ SHOULD NOT BE REFLECTED IN TECHNICAL BID. BREAK UP OF BOQ MUST BE SUBMITTED IN SEPARATE ENVELOPE AS PRICE BID. SPIRAL TECHNICAL BID AND PRICE MUST BE SUBMITTED IN THE OFFICE OF DIRECTOR, HORTICULTURE ON OR BEFORE 23.01.2020 UPTO 1730 HOURS

S. No.	Particulars	Accepted Rates	Remarks
1.	Basic Minimum Wages (As per Govt. of NCT of Delhi norms) for Mali as un-skilled		Minimum rates of wages of Delhi Govt. after Cabinet Decision No. 2652 (Item-2) dated 18.10.2018 (including DA). Rates may be increased on a/c of increase in the Minimum Wages by the Govt. of NCT of Delhi from time to time (Minimum Wages means S. No. 01 to 04).
2.	ESI 4.75%		
3.	EPF + EDLI (13%)		
4.	Sub Total		
5	Uniform Charges		
6	Bonus on Monthly Wages @ 8.33% of S. No. 1		
7.	Sub Total (S. No. 4+5+6)		
8	Service Charges _____% (Should not be nil)		
9	Total (S. No. 7+8)		
10.	No of Malies		
11	Total for one Month (S. No. 9*10)		
12	Total for 12 Months		

**OUTSOURCING OF MALIES (UN-SKILLED) FOR HORTICULTURE WORK
DIRECTORATE OF HORTICULTURE
NORTH DELHI MUNICIPAL CORPORATION
NEW DELHI**

Declaration:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them. There would be no increase in rates during the contract period except provision under the terms & conditions.

Signature of Tenderer with seal

RATES SHALL BE QUOTED ONLINE ONLY AT E-TENDERS PORTAL OF NORTH DMC. IF ANY BIDDER QUOTES / SUBMITS IT'S RATES / FINANCIAL BIDS MANNUALLY WITH TECHNICAL BIDS, ITS BIDS ARE LIABLE TO BE REJECTED STRAITHWAY.