

**GOVERNMENT OF INDIA**  
**Ministry of External Affairs**  
**(Establishment Division)**  
**Jawaharlal Nehru Bhawan, 23D, Janpath,**  
**New Delhi – 110011**

**No. : Q/OA/872/01/2021**

**e - NOTICE INVITING TENDER FOR PROVIDING HORTICULTURE SERVICES**  
**REQUIRED AT JAWAHARLAL NEHRU BHAWAN, 23D, JANPATH, NEW DELHI – 110011.**

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**No. : Q/OA/872/01/2021**

**GOVERNMENT OF INDIA  
Ministry of External Affairs  
(Establishment Division)  
Jawaharlal Nehru Bhawan, 23D, Janpath,  
New Delhi – 110011**

**SECTION – 1**

**(NOTICE INVITING e-TENDER)**

**GOVERNMENT OF INDIA**  
**Ministry of External Affairs**  
**(Establishment Division)**  
**Jawaharlal Nehru Bhawan, 23D, Janpath,**  
**New Delhi – 110011**

**e-NOTICE INVITING TENDER FOR PROVIDING HORTICULTURE SERVICES AT**  
**JAWAHARLAL NEHRU BHAWAN, 23D, JANPATH, NEW DELHI – 110011.**

On behalf of the President of India, Ministry of External Affairs invites Online Bids for execution of contract for providing Horticulture Services at Jawaharlal Nehru Bhawan, 23D, Janpath, New Delhi–110011 as per the details given in the tender documents.

<b>Tender No. : Q/OA/872/01/2021</b>		<b>Dated :</b>	
<b>IMPORTANT DATES</b>			
<b>Published Date</b>	<b>06.07.2021</b>		
<b>Bid Document Download Start Date</b>	<b>06.07.2021</b>		
<b>Clarification Start Date</b>	<b>07.07.2021</b>		
<b>Clarification End Date</b>	<b>14.07.2021</b>		
<b>Pre-bid site visit date</b>	<b>15.07.2021 at 1100 Hrs</b>		
<b>Bid Submission Start Date (online)</b>	<b>16.07.2021 at 1200 Hrs</b>		
<b>Bid Submission End Date (online)</b>	<b>28.07.2021 at 1200 Hrs</b>		
<b>Date of Technical Bid Opening (online)</b>	<b>29.07.2021 at 1500 Hrs</b>		

2. The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> **Manual bids shall not be accepted.**
3. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority of the Ministry shall be final and binding.

(P.L. Saini)  
Administrative Officer (Office Allotment).  
Ministry of External Affairs.  
Establishment Division.  
Room No. 4007, A-Block, 4 th Floor,  
Jawaharlal Nehru Bhawan,  
23 D, Janpath, New Delhi – 110011.  
Ph : 011-49015114.

**No. : Q/OA/872/01/2021**

**GOVERNMENT OF INDIA  
Ministry of External Affairs  
(Establishment Division)  
Jawaharlal Nehru Bhawan, 23D, Janpath,  
New Delhi – 110011**

**SECTION – 2**

**(AFFIDAVIT)**

**(ON NON – JUDICIAL STAMP PAPER OF RS. 10/-)  
AFFIDAVIT**

I/We.....Partner(s)/Legal Attorney/Proprietor(s)/Accredited Representative(s) of M/s.....solemnly declare that :

2. I/we am/are submitting tender for providing Horticulture Services required at Jawaharlal Nehru Bhawan, 23D, Janpath, New Delhi–110011 against Tender Notice Number Q/OA/872/01/2021 dated .....
3. I/we or our partners do not have any relative working in Ministry of External Affairs, New Delhi.
4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. My/our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
6. If my/our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
7. The Price - Bid submitted by me/us is “WITHOUT ANY CONDITION”.
8. If any information or document submitted is found to be false/incorrect, department may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money Deposit (EMD) and blacklisting of my/our firm and all partners of the firm etc.
9. I/we also declare that the Government of India or any other Government body has not issued any show cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
10. The workers provided by me/us would not have any employer-employee relation with the Ministry of External Affairs and thereby not claim any regularization of their services or enhancement in their wages from Ministry.
11. All the workers provided by me/us will have their Bank Account send the payment of their salary will be made through these Bank Accounts. Besides, compliance of all prevalent labour laws/regulations, including minimum wages as received from time to time by the Government, shall be my/our responsibility.
12. We will deploy only well-trained and police verified workers on the site.
13. We have modern equipment, latest technical experience and sufficient manpower for the subject work.
14. We will use branded material only with quality up to the satisfaction of the client.
15. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that MEA is not bound to accept highest ranked bid/lowest bid or any other bid that MEA may receive.

(Signature of the Tenderer with Seal)

Seal of Notary

**Date :**

**No. : Q/OA/872/01/2021**

**GOVERNMENT OF INDIA  
Ministry of External Affairs  
(Establishment Division)  
Jawaharlal Nehru Bhawan, 23D, Janpath,  
New Delhi – 110011**

**SECTION – 3**

**(GENERAL INSTRUCTIONS)**

## **1. MINIMUM ELIGIBILITY CRITERIA:**

The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:

### **1.1 Legally Valid Entity:**

1.1.1 The bidder shall necessarily be a legally valid entity in the form of a Limited Company, Private Limited Company or firms (Proprietorship/Partnership) registered under the Companies Act, 1956 or other appropriate authorities. Bidding in the form of JV/Consortium is not permitted. A copy of complete 'Memorandum of Article of Association' to be submitted along with the bid. **The bidder must be in existence for a minimum period of 3 years on 31.03.2021.**

### **1.2 Registration/Licenses:**

1.2.1 The bidder must be registered under Labour Laws/Rules, Employees Provident Fund Organization (EPFO) and Employees State Insurance Corporation (ESIC), among others. Attested copies of PAN, EPFO, ESIC and GST registration must be submitted with the technical bid.

### **1.3 Performance/Experience:**

1.3.1 The bidder must have satisfactorily completed during last three years (as on 31.03.2021) one work of the same nature of a value of not less than Rs. 40,00,000/- or two works of yearly value not less than Rs. 25,00,000/- each or three works of Rs. 20,00,000/- each in the Central/State Govt. Departments/Ministries/Organizations of the Govt. of India/State Govt./PSUs and reputed Private Organizations, etc., during the last three years.

### **1.4 Annual Turnover:**

1.4.1 The agency should have annual financial turnover of Horticultural Services of more than Rs 50 Lakhs (Rupees Fifty Lakhs only) for each of the last three financial years ending 31.03.2021. Copies of annual audited Balance Sheet, Profit and Loss Statement duly certified by a CA and Income Tax Returns for the completed three financial years i.e. for 2017-2018, 2018-2019 and 2019-2020 (ASSESSMENT YEAR 2018-2019, 2019-2020 & 2020-2021 respectively) shall be accepted. Certified copies of these documents have to be uploaded with Technical Bid. The agency should not have incurred loss during the last three financial years and should have a positive net worth.

### **1.5 Relaxation for Startups:**

The condition of prior turnover and prior experience may be relaxed for startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications and making suitable provisions in the bidding document. Please refer to Ministry of Finance's Office Memorandum no.F.20/2/2014-PPD(Pt.) dated 20 September, 2016 for further clarity.

### **1.6 Documents supporting the Minimum Eligibility Criteria:**

(a) In proof of having fully adhered to the minimum eligibility criteria at 1.1.1, attested copies of certificates of incorporation and Memorandum of Article of Association issued by the Registrar of Companies shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.

(b) In proof of having fully adhered to minimum eligibility criteria at 1.2.1, attested copies of PAN, GST, Labour Registration, EPFO Registration, ESIC Registration shall be submitted. Attested copies of these documents to be uploaded with Technical Bid. All the licences must be in the name of the bidder.

(c) In proof of having fully adhered to minimum eligibility criteria at 1.3.1, attested copies of satisfactory work completion certificates describing the nature and amount of work completed issued by the client and satisfactory completion certificate for completed works issued by the Central/State Government Ministries/Departments/Organisations of the Government of India/State Government/PSUs and reputed private organisations shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.

(d) In proof of having fully adhered to minimum eligibility criteria at 1.4.1, attested copies of Income Tax Returns and audited balance sheets for the completed three financial years i.e., for 2017-18, 2018-19 and 2019-20 (P&L Account & Balance Sheet must be attached for 3 years) shall be accepted. Attested copies of these documents to be uploaded with Technical Bid. The company should not have incurred loss during the last three financial years and should have a positive net worth.

(e) The following documents may also be requested to be attached with Technical Bid

1. Power of Attorney/Authorization : Firm to authorize a representative to bid and sign the documents on their behalf.
2. Company's Profile
3. Signed bid document (on all pages)

1.7 The bidder must be in existence for a minimum period of 3 years on 31.03.2021 (please attach documentary proof along with the bid).

## 2. SUBMISSION OF ONLINE BIDS:

2.1 The bid shall be submitted online only at Central Public Procurement Portal Website : <http://eprocure.gov.in/eprocure/app>. Manual bids will not be accepted under any circumstances.

2.2 Bidders are advised to follow the instructions provided in the “**Instructions to the Bidders for Online Bid Submission**” specified at Section 7 of this tender document for e-submission of the bids online through CPP Portal Website : <http://eprocure.gov.in/eprocure/app> before proceeding with the tender.

2.3 All documents as per tender requirement shall be uploaded online through CPP Portal Website : <http://eprocure.gov.in/eprocure/app> and no documents except original demand draft towards EMD will be accepted offline.

2.4 Bid of bidders not submitting any of the required documents online will be summarily rejected.

2.5 Both technical and financial bids are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.

2.6 The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.



2.7 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

2.8 The online bids (complete in all respects) must be uploaded online in Two Files (File-1: Technical Bid in .pdf format and File-2: Financial bid in same format as of original BOQ file) as per Annexure-I and Annexure-II respectively.

### **3. EARNEST MONEY DEPOSIT (EMD), TENDER FEE & PERFORMANCE SECURITY DEPOSIT:**

3.1 The scan copy of Earnest Money Deposit (EMD) for a value of **Rs. 3,24,000/- (Rupees Three Lakhs Twenty Four Thousand only)** should accompany the Technical Bid in the form of Demand Draft/Pay Order drawn in favour of “Pay and Accounts Officer, MEA” payable at New Delhi shall be e-submitted as .pdf file along with envelope 1 (technical bid).

3.2 The original hard copy of **Earnest Money Deposit (EMD)** of **Rs. 3,24,000/- (Rupees Three Lakhs Twenty Four Thousand only)** in the form of Demand Draft/Pay Order in favour of “**Pay & Account Officer, Ministry of External Affairs**” is also required to be submitted in a sealed envelope superscribed “EMD for providing Horticulture Services required at Jawaharlal Nehru Bhawan, 23D, Janpath, New Delhi–110011” **on or before the closing date and time of e-submission of online bids** to Administrative Officer (Office Allotment), Establishment Division, Ministry of External Affairs, Room No. 4007, A-Block, 4<sup>th</sup> Floor, Jawaharlal Nehru Bhawan, 23 D, Janpath, New Delhi – 110011, Tel No: 011-4901 5114, E-mail: [aoestt@mea.gov.in](mailto:aoestt@mea.gov.in) failing which the bids will not be considered.

3.3 Tender received without EMD or EMD for lesser amount will be summarily rejected.

3.4 The submission of EMD is compulsory for all the Bidders, However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with Central Purchase Organisation or the Ministry of External Affairs may be exempted from submission of EMD, subject to their furnishing relevant documents to this effect.

3.5 The EMD shall be returned to the bidder(s) whose offer is not accepted by the Ministry within 30 days from the date of signing the agreement with the successful bidder. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.

3.6 The EMD of the successful bidder(s) will be returned on receipt of Performance Guarantee.

3.7 The EMD of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

3.8 Tender Fee: No cost of tender documents will be charged for the tender documents downloaded by bidders.

### **3.9 Performance Security Deposit (PSD):**

3.9.1 PSD @ 3% of order value of the contract shall have to be made **within 7 days** of receipt of the communication of the selection of the bid in pursuance of conditions/instructions to the bidders.

3.9.2 PSD shall be in the form of Demand Draft/Pay order payable to Pay and Accounts Officer, MEA, New Delhi / Bank Guarantee from a Nationalized Bank in the form given at Form-IV.

3.9.3 The PSD should remain valid for a period of sixty days (60 days) beyond the date of completion of all contractual obligations by the bidder including warranty/guarantee obligation, if any. **EMD shall be refunded to the successful bidder on receipt of performance security deposit.**

3.9.4 PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period or breaching of any terms or conditions of the contract.

3.9.5 On due performance and completion of the contract in all respects, the PSD will be returned to the contractor without any interest on presentation of an absolute “No Demand Certificate” from the contractor and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the contractor for carrying out work stipulated in the contract.

#### **4. FINANCIAL BID:**

The bidder must upload their financial bid in the same format as of original BOQ file and no other format is acceptable. If the BOQ file is found to be modified by the bidder or incomplete, the bid will be rejected.

#### **5. EXTENSION OF LAST DATE AT THE DISCRETION OF THE MEA:**

MEA may, in its discretion, extend the last date for e-submission of the online bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum/Re-tendering, if any, in this regard will be published on the CPP Portal: <http://eprocure.gov.in/eprocure/app> website : [www.mea.gov.in](http://www.mea.gov.in)

#### **6. OPENING OF TECHNICAL AND FINANCIAL BID:**

6.1 Online bids (complete in all respects) received along with draft of EMD (physically) will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in the presence of bidder/authorized representative of bidder, if available, at Ministry of External Affairs, New Delhi. Bid received without EMD will be rejected straightaway.

6.2 A duly constituted committee will evaluate eligibility criteria of bidders. Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.

6.3 It shall be noted that required documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened.

6.4 After scrutiny of technical bids, the Ministry shall shortlist the eligible bidders who qualify in the technical evaluation stage and inform them of the date and time of opening of the Financial Bids (preferably by E-mail).

6.5 The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorization from the bidder to this effect. Bidders/representatives not attending the tender opening process will lose their right to challenge the process at a subsequent stage.

6.6 The financial bid price of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

6.7 Merely becoming the lowest bidder, prior to financial bid scrutiny, will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure by the Tender Evaluation Committee.

6.8 The selection process is based on “Least Cost System (LCS)”, where the responsive technically qualified proposal with the lowest evaluated cost shall be selected.

6.9 Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal.

6.10 If a Firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

**7. NON TRANSFERABILITY:**

This tender is non transferable. Incomplete and conditional tenders will be summarily rejected.

**8. NON-WITHDRAWAL OF BIDS:**

No bidders will be allowed to withdraw after e-submission of bids/opening of the tender. Otherwise, the EMD submitted by the firm will be forfeited.

**9. VALIDITY OF BIDS:**

9.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

9.2 In case client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

9.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

**10. RIGHT OF ACCEPTANCE:**

10.1 The Competent Authority in the Ministry of External Affairs reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in the Ministry in this regard shall be final and binding.

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

10.3 The Competent Authority in the Ministry reserves the right to award any part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.

10.4 In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority in the Ministry reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.

10.5 The Ministry of External Affairs may terminate the contract if it is found that the Contractor is blacklisted on previous occasion by any of the Government Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

#### **11. NOTIFICATION OF AWARD BY ISSUANCE OF “LETTER OF ACCEPTANCE”:**

11.1 After determining the successful bidder after evaluation, the Ministry shall issue a Letter of Acceptance (LoA), in duplicate, which will return one copy to Ministry duly acknowledged, accepted and signed by the authorized signatory, within seven (07) days of receipt of the same by the successful bidders.

11.2 The issuance of the Letter of acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding on the Contractor.

#### **12. SITE VISIT AND PRE-BID MEETING:**

12.1 The bidders should visit the site before bidding to apprise themselves of the exact requirements relating to the scope of the work. Pre-bid site visit date is mentioned under import dates table on page-2 and the visit to site will be coordinated by Administrative Officer (Office Allotment), Establishment Division, Ministry of External Affairs, Room No. 4007, A-Block, 4<sup>th</sup> Floor, Jawaharlal Nehru Bhawan, 23 D, Janpath, New Delhi – 110011. Tel No: 011-4901 5114.

12.2 A Pre-bid meeting followed by site visit would be held on ..... at .....hrs in Ministry. The bidders who require any clarifications on the tender documents are invited for the meeting.

#### **13. CHANGE IN TENDER CONDITION:**

The Ministry reserves the right to change any condition of the tender before opening of the Technical Bids. No price escalation, other than due to escalation, if any, in minimum wages as well as other statutory components such as ESI, EPF and Bonus and / or GST, will be entertained by Ministry during the period of the contract

#### **14. CONTRACT AGREEMENT:**

The successful bidder will have to enter into a contract agreement with the Ministry as per draft agreement, subject to amendment before signing, given in Section 8 before taking charge of the Horticulture Services.

#### **15. QUOTED RATES VALIDITY:**

Quoted rates should be inclusive of all taxes and duties. Rates/prices shall remain fixed during the entire period of the contract. i. e. one year and shall not be subject to variation on any account. No claim for compensation or loss due to fluctuations or any other reasons/causes shall be entertained. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. No price escalation, other than due to escalation, if any, in minimum wages as well as other statutory components such as ESI, EPF and Bonus and/or GST will be entertained by Ministry during the period of the contract.

**16. VALIDITY OF CONTRACT:**

The Contract shall be valid for a period of one year from the date of award, which may be extended on annual basis for a further period of two years (total contract period is 3 years) on the same rates and terms and conditions subject to satisfactory services provided by the vendor.

**17. MODE OF PAYMENT:**

17.1 Payment will be made after successful execution of work on monthly basis and signing of receipts confirming the satisfactory services by the concerned officer. No advance payment will be made in any case. Ministry will be entitled to deduct in accordance with applicable law, Income Tax or withholding tax or other deductions, as the case may be, from any payments made to the contractor and the amount so deducted shall be deemed to be a payment made to the contractor.

**18. TERMINATION OF THE CONTRACT:**

18.1 The Contract can be terminated by either party, i.e., Ministry or the Contractor, after giving three months notice to the other party extendable by mutual agreement till alternate arrangements are made. However, Ministry reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. Ministry's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

18.2 On termination of the contract, the Contractor will hand over all the equipment/furniture/articles etc., supplied by Ministry, in good working condition, back to Ministry .

18.3 If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory during the probationary period of three months from the date of taking over charge of the services, Ministry reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

**19. DELIVERY & PENALTY FOR DELAYED SERVICES:**

19.1 The staff deployed by the company shall perform their duties at the premises with due diligence and take all precautions to avoid and loss or damage to the Government property. If any negligent action or inaction on the part of workers of the company causing damage to contracted item(s) is reported, then full amount equivalent to that of damaged article will be recovered from the company in addition to any other action as deemed appropriate by the Competent Authority.

**20. CORRUPT OR FRAUDULENT PRACTICES:**

20.1 It is expected that the bidders who wish to bid for this tender have highest standards of ethics.

20.2 Ministry shall reject a bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

20.3 Ministry may declare a bidder ineligible, either indefinitely or for a stated duration, if it, at any time, determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.

## **21. FORCE MAJEURE:**

21.1 Ministry may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.

21.2 Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

## **22. RESOLUTION OF DISPUTES :**

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved through the appointment of a Sole arbitrator in accordance with the ICADR Arbitration Rules, 1996. The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules 1996. The seat of arbitration proceedings shall be New Delhi. The language of the arbitration proceedings shall be English.

## **23. Governing Laws and Disputes:**

This shall be construed and governed by the Laws of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.

## **24. General/Others:**

24.1 In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the order shall be terminated forthwith without any notice and Performance Security Deposit shall be forfeited.

24.2 The bidders shall be bound by the details furnished to Ministry, while submitting the tender or at any subsequent stage. In case any such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.

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**No. : Q/OA/872/01/2021**

**GOVERNMENT OF INDIA  
Ministry of External Affairs  
(Establishment Division)  
Jawaharlal Nehru Bhawan, 23D, Janpath,  
New Delhi – 110011**

**SECTION – 4**

**(SCOPE OF WORK)**

## **SCOPE OF WORK**

### **1.1 Objective**

The purpose of this document is to lay down the scope of work for providing Horticulture Services at Jawaharlal Nehru Bhawan, New Delhi.

### **1.2 Scope of Services**

Horticulture, Landscape & Gardening and providing hired plants, planters and other decorative material.

### **1.3 Detailed Scope of Work (Horticulture)**

Maintenance and upkeep of gardens, lawns, plants (indoor as well as outdoor plants) and other landscape areas in Jawaharlal Nehru Bhawan. providing hired plants, planters and other decorative material.

### **1.4 Landscape Management**

#### **Landscape Maintenance - Broad Outline**

The work which will be performed includes, but is not limited to the maintenance of all Outdoor and Indoor common areas including slopes, lawns, flowerbeds and pathways. Service Provider (SP) or his vendor will furnish all necessary labour, supervision, equipment, tools, transportation, permits, insurance and taxes in his performance of these specifications. He will perform maintenance in accordance with the highest horticultural standards. All landscaping debris will be removed from the premises by SP at his cost. SP shall be monitored and weekly rounds undertaken by concerned officials of Ministry to check quality of work.

#### **Manpower**

- Working hours will be 8:00 a.m. to 5:00 p.m. Monday through Saturday. The actual timings may be revised by Ministry from time to time. The supervisor (Horticulturist) may be contacted in case of any emergency on site.
- SP representative will make at least twelve (12) general inspections of the premises per year along with concerned officials of Ministry.
- SP will maintain on a continuing basis a competent Supervisor (Horticulturist) who should have thorough knowledge of landscaping and its maintenance. All employees must operate effectively and follow the standards of good horticultural practice.
- All personnel will appear on site uniformed, in a neat and clean manner at all times.
- The 14 Gardeners (4 head gardeners and 10 gardeners) provided by SP for the services shall be supervised by a qualified Horticulturist who will be available on site during the entire working period. SP will provide certificate / documentary evidence of the Horticulturist's credentials. SP will be in touch with concerned officials of Ministry for any deviation and changes in design.



## **Equipments and Consumables**

- SP will be responsible for maintaining a high level of safety in equipment and work conditions and will provide evidence of liability insurance for an amount deemed sufficient by Ministry.
- Maintenance of complete landscaping area including Lawns, maintenance of potted plants (Outdoors and Indoors), Trees, Shrubs, Hedges, Creepers, Ground Corner, Hard Scaping, Water Bodies etc.
- Supply and plantation of seasonal plants to maintain the aesthetics of the landscape green area (outdoor and indoor) as and when required. Supply of plants, planters and other decorative material as per Annexures I, II, III & IV. Charges will be payable by Ministry as per accepted final bid.
- Supply of seasonal plants includes supplying of saplings of seasonal plants in beds and pots. These supplies will be to maintain the aesthetics of the landscape floral and beautiful. The choice and quantity of plants will be done by SP in consultation with concerned officials of Ministry.
- The maintenance includes timely cutting, pruning, watering, manure, spray of insecticide and pesticides, proper dose of fertilization, cleaning of Landscape areas, and plantation of seasonal flowers as and when required.
- To carry out the maintenance work, the following material will be provided by the SP as and when required at no extra cost to Ministry.
  - Manure
  - Urea
  - Chemicals
  - Insecticides and Pesticides
  - Good Earth, Soil etc.
  - Replacement of casualties
- The quantities of the above material will be adequate and sufficient for the landscaping requirement at the premises and will be of superior quality. Ministry reserves the right to inspect the quality and quantity of such material.
- SP should take permission from Ministry before planting any fresh plants in premises. Failure to do so may result in non-payment by Ministry for such plants.

### **1.5.1 Detailed Scope of Work**

#### **Grassed Areas**

This section shall include but not be limited to the following :

- All grassed areas shall be maintained in a neat, tidy and usable condition appropriate to the designated use/location.
- All grassed areas shall be kept free of weeds, moss or extraneous growth.
- All grassed areas shall be kept in healthy growth at a reasonable length.
- Following grass cutting operations, all adjoining surfaces shall be free of any arising cuttings etc.
- All landscaped grassed areas shall be kept neatly cut to the edge of the borders, fence lines, building lines, path edges, hedge bases, tree bases, etc.
- All grassed areas shall be kept free of large accumulations of litter and foreign matter such as stones, animal faeces, bricks and glass.

**Horticultural Works:** This scope shall include but shall not be limited to the following :

- All horticultural works shall be undertaken in a manner so as to maintain a pleasing and tidy appearance.
- All trees, perennial plants and shrubs shall be maintained so that they are in healthy growth.
- Trees and Shrubs shall be kept to an acceptable height and form and are to be pruned in accordance with good horticultural practices.
- Plants or Shrubs shall not obstruct or encroach pedestrian or vehicular traffic routes.
- All rose beds, shrubberies, herbaceous borders, hedgerows, other garden areas etc. shall be clear of litter, weeds, leaves, suckers, dead flower heads, rubbish, animal faeces and other debris, and remain in a neat and tidy condition at all times.
- All plants/trees and shrubs etc., which have or appear to be dying, should be removed and replaced as soon as possible following removal of dead plant(s) by a suitable replacement.

#### **Lawn or Turf Area Maintenance**

- SP shall mow and edge lawn areas weekly during peak growing season and as frequently as needed during the winter months or periods of excessive rainfall.
- All cuttings from mowing and edging shall be promptly collected and disposed of off-site, the same day as mowing.
- Complete fertilization of all lawns shall be at a minimum of four times per year in accordance with subsequent fertilization specifications.
- SP shall provide labour for complete chemical weed, fungus, and insect control as necessary.

#### **Tree, Shrub and Flowerbed Maintenance**

- Trees and shrubbery shall be manicured regularly to contain their size in respect to species, size of planter or relative surrounding landscaping and for the best health of the plant.
- All flowerbeds and ground cover shall be trimmed, edged and cultivated as needed.
- SP shall provide labour to continually inspect all tree ties and stakes to ensure that they are properly supported.
- SP shall provide labour for insect, disease and weed control as necessary.
- Complete fertilization shall be at a minimum of four times per year in accordance with subsequent fertilization specifications with no additional charge.

#### **Plants and Flowers**

This section shall include but not limited to the following :

- All planting works shall be undertaken in a manner so as to maintain a pleasing, tidy appearance.
- All plant specimens shall be maintained so that they are in healthy growth.
- All plant specimens shall be kept to an acceptable height and form and shall be pruned in accordance with good horticultural practice.
- A fully detailed asset register detailing all plant specimens shall be kept by the SP detailing type, location, condition and frequency of visit for all plants on display at each location.
- All pots/ containers shall be cleaned and replaced where necessary.
- All plant specimens, which have or appear to be dying shall be removed and replaced as soon as possible following removal of dead plant(s) by a suitable replacement.

- The plant and flowers chosen shall be of a kind that is known not to cause any allergic reactions.

### Landscape Maintenance Tasks

- Aeration.
- Fertilization.
- Mowing.
- Mulching.
- Pest and Plant Disease Control.
- Pruning.
- Soil Amendments.
- Trimming.
- Weed Control.
- Removal of dead plants, shrubs and grass carpets.

### **Fertilization**

Programmed fertilization of all areas shall be as specified by Ministry and shall be at SP's expense. The SP shall notify the Ministry's representative five days in advance of each fertilization. An analysis of the soil shall be made a minimum of four times a year. Tests shall be conducted at SP's sole expense by government approved Soil and Plant testing Laboratories only. A minimum of six samples shall be taken on each trip to produce a cross-section of soil condition for analysis of deficiencies and recommendations for feeding program as well as corrective measures that are found necessary.

Fertilizing procedure for all landscaped areas on the site shall be based upon the soil laboratory report. Copies of the soil reports shall be distributed to Ministry and to SP. Additional tests shall be made at Ministry's discretion.

It is anticipated that fertilizer will be required eight (8) times per year to keep lawns in first class condition. Two (2) of these applications will be made with a slow-release material.

SP shall apply proper fertilizer to established ground cover areas, shrubs and vines at least four (4) times per year or as required.

SP shall apply proper slow-release material to established trees at least two (2) times per year (March and June) or as required.

### Weed Control methods to be adopted by SP

### **Chemicals**

Chemical application will be accomplished using small screw-on applicator bottles on garden hoses, hand-held pump sprayers, rotary or drop spreaders, tractor-mounted tank sprayers, and hand or machine broadcasted granules.

### **Non-selective systemic**

Non-selective systemic chemicals will be applied to the foliage of unwanted plant material. The chemical works through the chlorophyll in plant leaves and bark and moves inside the plant to the roots. Although somewhat slow-acting, these chemicals will severely damage or kill almost anything they are sprayed on.

### **Selective systemic**

Selective systemic weed control chemicals will be used to kill specific classes of plants. Plants are classified as either monocotyledons, which include palms and grasses, or dicotyledons, which include all broadleaf plants such as willows, oaks, dandelions, and privet. Chemicals can be selected to control broadleaf weeds in turf grass or grasses in broadleaf ornamentals.

### **Pre-emergent**

Pre-emergent weed control kills seeds during germination. The well-timed use of pre-emergent herbicides will eliminate the need for large scale systemic chemical or mechanical weed removal operations. These chemicals are extremely valuable when used to treat inert material areas. Depending on the climate, two to three annual applications may be required.

### **Mechanical**

Mechanical weed control will be accomplished using shovels, hoes, spades, or by hand.

### **Irrigation Sprinkler System Maintenance**

- Once in every week of operation SP shall, after turning on all valves, visually inspect each sprinkler head in all sections to make sure that heads, connector and lines are not plugged by soil, rock particles or otherwise, and make any and all such repairs as may be necessary.
- Damaged heads and lines will be repaired immediately. All repairs shall be made by SP at its expense. Irrigation control valves shall be kept in working order. SP shall replace washers when necessary.
- SP shall familiarize itself with the location of existing underground utilities prior to commencement of any form of excavation work. The SP shall be held responsible for any damage thereto caused by its operation.

### **Description of Work**

- SP shall be responsible for the furnishing of all materials, equipment and labour required to carry out the scope of these specifications, the quality and sufficiency of all materials so furnished (whether by SP or sub SPs), and the organization and operation of the various divisions of the work.
- SP shall maintain the landscaped areas of the premises in a first class condition as may be determined from time to time by Ministry. In the absence of detailed drawings or specifications pertaining to specific items, SP shall perform such work in accordance with accepted horticultural practices.

### **Drainage**

SP shall inspect existing surface and underground drainage system once a month, and adjust, if necessary, to facilitate surface flow of water to catch basin or other drainage facilities provided to planted areas.

### **Replacement of Dead Plantation**

- All plant material is the responsibility of SP. SP shall be liable for replacement of plants, including but not limited to, loss through negligence or improper cultivation such as improper fertilization, careless use of chemical weed controls, lack of water or mechanical damage from the equipment of SP or its employees, or otherwise.
- SP shall not be responsible for plant loss due to Ministry's construction or operational activities, vandalism, or acts of God.
- Plant sizes for replacement shall be recommended by SP and vetted by Ministry.
- Damage repair to the irrigation system, not resulting from the SP's operation and negligence, will not be included. All repairs to the system shall be done according to irrigation details supplied as part of this contract. Repairs so provided would include normal wear and tear of the system, vandalism, accidental breakage by others, so called acts of God, etc. This work will be performed under separate agreement with proper authorization. Breakage or damage to any of the systems caused by the SP's neglect shall be repaired or replaced at the SP's expense.

### **Cleanup**

- All rubbish, waste or surplus material shall be removed from the job site at the close of each day's work. Sidewalks and roadways shall be swept clean as required to remove debris resulting from work under this contract. All planted and unplanted areas will be policed daily for miscellaneous paper, cardboard, etc., which will be deposited in SP's trash containers. SP shall, at all times, keep the premises free from accumulation of waste materials or debris caused by the employees, to the satisfaction of Ministry.
- No burning of waste materials shall be permitted on the premises.

### **Control of Work**

- Ministry shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner or performance and rate of progress of the work, all questions which may arise as to the interpretation of these specifications, and all questions as to the acceptable fulfilment of the agreement on the part of SP.
- SP shall permanently assign to this project a Supervisor (Horticulturist) (to be supervised by SP) satisfactory to Ministry. The Supervisor shall be permanently assigned to this project, working on full-time basis for the duration of this agreement.
- Upon written request, Ministry shall be furnished with all reasonable evidence ascertaining that the materials and workmanship are in accordance with the requirements of these specifications. The inspection of the work shall not relieve SP of any of its obligations to fulfil this agreement as prescribed and defective work shall be made well at no expense to Ministry, notwithstanding that such defective work and materials have been previously overlooked and accepted or estimated for payment.

- SP shall commence maintenance work immediately upon receiving instructions to proceed and shall diligently and continuously perform said work to the satisfaction of Ministry. SP shall be filling a check list every week to grade their work.

### **Use of Premises**

- SP shall confine all temporary staging of materials and use of spaces on the site to areas designated by Ministry. Materials and equipment not in use shall be removed from the site.
- The bringing in, use and disposal of gasoline, benzine, or like combustible materials shall be handled in accordance with Ministry's requirements or regulations as directed by Ministry.
- SP's employees shall be allowed the use of designated toilet facilities in the project.
- SP shall not store any noxious, combustible or dangerous material on the premises.

### **First Aid Facilities**

SP shall provide on-site first aid facilities, conveniently located and adequately equipped to render first aid treatment to any injured workman employed under this agreement, all in accordance with applicable laws.

### **Indoor plants**

- Maintenance shall be provided on an as required basis, including the following services as they become necessary.
- Watering for each plant.
- Pruning and trimming to provide a pleasing shape, control growth, and remove old or unsightly debris.
- Leaf cleaning to remove dust, grease or other deposits and to provide a neat, clean appearance.
- Fertilizing to ensure strong healthy growth.
- Inspection and treatment for insect and disease control.
- Leaching soil to remove harmful chemical accumulations.
- Aerating to loosen soil and provide additional air to roots.
- Re-potting and staking to provide additional root space and / or support cleaning of all areas under and around each plant. This includes file tops, floors, tables and any other areas where loose soil, bark or plant debris may fall.
- SP is required to ensure the vendor complies with the following requirements:
- All replacement plants shall be of the same quality and height as those being replaced, or those originally in place at the time of the agreement. Ministry shall have final approval of all replacement plants.
- Plants that become diseased, damaged, or unattractive due to factors under the control of the vendor shall be replaced at no charge to Ministry.
- Whenever additional plants or services may be required, i.e., relocation of plants or when environmental conditions affecting the plants may change, vendor shall provide consultation services to Ministry for the resolution of such problems at no charge.

## Statutory Compliance

- Ministry shall provide access to running water, during normal working hours, and access to all plants during these same hours. Prior permission must be obtained for after-office hours access.
- Should any guaranteed plant fail to thrive in a particular location due to unpredicted conditions such as drafts, heat pockets, traffic, lighting, etc., SP may substitute varieties which shall be more appropriate for the location or to move the plant to a more appropriate area, while still performing the original design function, subject to Ministry's approval.

### **NOTE :**

The SP shall be responsible for removing weeds, grass or moss in entry and parking areas. He takes the full responsibility of controlling any unwanted growths in some moist areas especially in the basement and in corners of the premises as well as along the surface of the building.

Rake all bedded areas weekly twice to ensure a fresh bark appearance. Re-barking of any location will be at the discretion of the management team.

Fertilize all plants at least once in a half year. Care is to be taken not to burn the plants. Proper schedule as to be maintained for fertilizing/manuring and has to be submitted to the management team at any point of time.

## Schedule of Areas

Schedule of Areas					
Horticulture Services					
<b>Landscaping</b>					
S.No.	Item	Accounting Unit - 1	Quantity	Accounting Unit - 2	Quantity
A	Green Belt (Grass)	sq. meter	6,654	sq. ft.	71,623
B	Green Pavers	sq. meter	2,035	sq. ft.	21,905

## Suggested Minimum Deployment

Deployment					
<b>Landscaping / Horticulture</b>					
S.No.	Particulars	Strength			Total Strength
1	Horticulturist	1			1
2	Head Gardeners		4		4
3	Gardeners			10	10

**No. : Q/OA/872/01/2021**

**GOVERNMENT OF INDIA  
Ministry of External Affairs  
(Establishment Division)  
Jawaharlal Nehru Bhawan, 23D, Janpath,  
New Delhi – 110011**

**SECTION – 5**

**(TECHNICAL AND FINANCIAL BID)**



**Annexure - I****Tender No. : Q/OA/872/01/2021**

<b>(Technical Bid)</b> (Following documents to be uploaded online in <b>.pdf</b> format)		
<b>S.No.</b>	<b>Document</b>	<b>File Type</b>
1	EMD of Rupees Three Lakhs Twenty Four Thousand (Rs. 3,24,000/-) only (scanned and certified copy of the Bank instrument)	.pdf
2	Particulars and contact details of the bidder (Form - I)	.pdf
3	Scanned copy of Affidavit	.pdf
4	Registration and incorporation of particulars of the bidder indicating legal status such as company, partnership/ proprietorship concern, etc. (Pl. attach copies of the relevant documents/ certificates).	.pdf
5	Documentary proof of experience.	.pdf
6	Registration details of the bidder (Please attach copies of the relevant documents/certificates): 1 GST Registration Number 2 Permanent Account No. (PAN) 3 EPFO Registration 4 ESIC Registration 5 Labour Registration 6 TAN Registration Number	.pdf
7	Certified copies of annual audited Balance Sheet, Profit and Loss Statement and Income Tax Return filed for the last three years (2017-18, 2018-19, 2019-20).	.pdf
8	Tender document signed & stamped on all pages as a token of having accepted the terms and conditions.	
9	Brief profile of the company along with any other information	.pdf
10	Power of Attorney/Authorisation for signing the bid documents	.pdf

(Signature of the Authorised Signatory of the Bidder)

with Seal of the firm / company

Name : .....

Mobile Number : .....

Date : .....

**Annexure – II****Tender No. : Q/OA/872/01/2021****(Financial Bid)**

The table given below is only for reference purpose. Financial Bid to be submitted online **SEPARATELY** in following format :

(This BOQ template must not be modified / replaced by the bidder and the file should be uploaded in same format as of original BOQ file after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder's Name and Values only.)										
Name of the Firm :										
<b>Wages charged for Manpower (A)</b>										
S.N.	Category	Type	Monthly wages per worker quoted by the bidder	Statuary components			Total Monthly wages with statuary component per worker quoted by the bidder	Man Power Reqd.	Total Monthly Wages (Rs.)	
				EPF	ESIC	Bonus				
1	Horticulturist Head Gardener Gardener	Skilled Semi Skilled Unskilled						1 4 10		
2	Total Monthly Resource requirements basically horticulture equipment and machinery as per Annexure – (VI).									
3	Monthly mortality replacement cost for outdoor plants.									
4	Monthly Overheads.									
5	Management Charges.									
6	Sub Total of S.No. 1 to 5 above.									
7	Monthly GST / Taxes.									
<b>MONTHLY TOTAL OF A (A = 6+7)</b>								<b>Rs.</b>		
<b>Material and other charges (B)</b>										
8	Total of Monthly Rent charges for supply of single unit of plants, planter and Horticulture as per Annexure – (III)									
9	Total charges for supply of single unit of seasonal flowers and other decorative material as per Annexure – (IV and V).									
10	Monthly GST / Taxes									
<b>SUB TOTAL OF B (B = 8+9+10)</b>								<b>Rs.</b>		
<b>GRAND TOTAL (C = A+B)</b>								<b>Rs.</b>		

Note :

1. Wages should not be less than the minimum wages prescribed under the notification issued by Delhi Government. Rates should be quoted per person per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948. Revision of Minimum wages as per Delhi Government's rates shall be incorporated in the rates wherever applicable.
2. No price escalation, other than due to escalation, if any, in minimum wages as well as other statutory components such as ESI, EPF and Bonus and / or GST, will be entertained by Ministry during the period of the contract.
3. To be quoted in amount only, not in percentage. Bids having NIL/Negligible Agency Charges will be rejected.
4. Payment will be made after deducting the applicable Taxes / TDS.
5. While charges for the garden/lawn maintenance (including those for machinery and equipments to be used both for indoor and outdoor horticulture work) will be paid every month @ A above, the monthly rentals of plants/planters/decorative material will be paid as per the actual supplies to be decided solely by the Ministry.

(Signature of the Authorised Signatory of the Tenderer)

with Seal of the firm / company

Name :.....

Mobile Number :.....

Date :.....

**List of Primary Plants, Secondary Plants and Filler Plants.****Annexure - III**

<b>A</b>	<b>Name of Primary / Specimen Plants</b>	<b>Minimum Pot Size (cm)</b>	<b>Minimum Stem Height (cm)</b>	<b>Minimum No. of Leaves</b>	<b>Minimum No. of Stem</b>	<b>Rent/Pot/Month (INR)</b>
A1	Chamaedora	40 - 45	150		10	
A2	Chrysalidocarpus	40 - 45	180 (Plant Height)	Full of Leaves	8	
A3	Cycus revoluta	50 - 60	100	40 - 50	1	
A4	Ficus benjamina	50 - 60	240	Full of Leaves	1	
A5	Ficus panda	40 - 45	75	Ball shaped topiary		
A6	Nolina recurvata	40 - 45	150	Full of Leaves	1	
A7	Phoenix roebelenii	50 - 60	100	25 - 30	1	
A8	Raphis excelsa	50 - 60	150	Full of Leaves	12	
<b>B</b>	<b>Name of Secondary Plants</b>	<b>Pot Size (cm)</b>	<b>Plant Height (cm)</b>	<b>Other Parameter</b>		<b>Rent/Plant/Month (INR)</b>
B1	Aeglonima (all varieties)	25 - 30	50	3 – 6 Suckers / 20 Leaves		
B2	Alpenia	25 - 30	60			
B3	Chamaedora sp.	25 - 30	80	5 – 8 Suckers		
B4	Chrysalidocarpus	25 - 30	80	5 – 8 Suckers		
B5	Dieffenbachia (all varieties)	25 - 30	50	10 – 15 Leaves		
B6	Dracaena (all varieties)	25 - 30	60	15 – 20 Leaves		

B7	Ficus (all varieties)	25 - 30	30 - 60	Well Developed			
B8	Grass Carpet	1 sq.ft					
B9	Phylodendron (Small Leaves)	25 - 30	75	With Moss stick covered with leaves			
B10	Raphis	25 - 30	45	3 - 5 Suckers			
B11	Schefflera	25 - 30	60	3 Stem			
B12	Schefflera Variegated	25 - 30	60	3 - 5 Branches			
B13	Bougainvillia	25 - 30	45				
<b>C</b>	<b>Name of Filler Plants</b>	<b>Pot Size (cm)</b>	<b>Other Parameter</b>				<b>Rent/Plant/ Month (INR)</b>
C1	Chlorophytum	15 - 20	Full of Leaves				
C2	Dieffenbachia	15 - 20	Full of Leaves				
C3	Dracaena	15 - 20	Full of Leaves				
C4	Ferns	15 - 20	Full of Leaves				
C5	Ficus (all varieties)	15 - 20	Full of Leaves				
C6	Schefflera Green	15 - 20	Full of Leaves				
C7	Syngonium	15 - 20	Full of Leaves				

**Total (Rs.) :** \_\_\_\_\_

**Schedule of rates of other items****Annexure - IV**

<b>Supply of Decorative Material</b>			
<b>S.No.</b>	<b>Items</b>	<b>Unit</b>	<b>Price.(Rs.)</b>
1	Theme group display (including designing and all material)	Price per Sq. meter	
2	Bamboo / Wooden edge (6" Hight)	Price per meter	
3	Pseudo Wood / FRP edge (6")	Price per meter	
4	Pebbles (Polished)	Price per Kg	
5	Pebbles (Unpolished)	Price per Kg	
6	Pebbles (Transparent and Polished)	Price per Kg	
7	Marble Chips	Price per Kg	
8	Khanger	Price per Kg	
9	Lecca Balls	Price per Litre	
10	Drift Wood (Min 2m length / ht and 1.0 m spread)	Price per Piece	
11	Drift Wood (Min 1m length / ht and 0.5 m spread)	Price per Piece	
12	GFRC / FRP rocks / Boulders (dia:0.6m-0.9m & Ht:0.6m)	Price per unit	
13	GFRC / FRP rocks / Boulders (dia:0.9m-1.2m & Ht:0.9m)	Price per unit	
14	Clean, washed white sand free from organic and earth matters.	Price per cft.	
15	Artificial Grass Truf	Price per Sq. ft.	
16	Polythene Sheet (200 micron)	Price per Sq. meter	

**Total (Rs.) :** \_\_\_\_\_

**List of Seasonal Flowers****Annexure – V**

<b>S. No.</b>	<b>Name of Seasonal Flowers</b>	<b>Pot Size (cm)</b>	<b>Other Parameter</b>	<b>Price per Unit (INR)</b>
1	Cock's Comb	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
2	Kochia Scoparia	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
3	Vinca Rosea	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
4	Balsam	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
5	Sunflower	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
6	Zinnia	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
7	Chrysanthemum	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
8	Salvia	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
9	Calendula	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
10	Petunia	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
11	Dianthus	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
12	Gazania	25 – 30 (with pot)	Full of Flowers & Leaves	

		Without Pot	Full of Flowers & Leaves	
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13	Cosmos	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
14	Celosia	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
15	Coreopsis	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
16	Erysimum	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
17	Dahlia	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	
18	Poinsettia	25 – 30 with two coloured bractes	Full of Flowers & Leaves	
		25-30 with three coloured bractes	Full of Flowers & Leaves	
		<b><u>Without pot</u></b>		
		2-coloured	Full of Flowers & Leaves	
		3-coloured	Full of Flowers & Leaves	
19	Misc. Variety	25 – 30 (with pot)	Full of Flowers & Leaves	
		Without Pot	Full of Flowers & Leaves	

**Total (Rs.) :** \_\_\_\_\_



**Annexure – VI****List of Horticulture / Gardening Equipment for JNB, New Delhi.**

<b>FOR INDOOR WORK :</b>			
S.No.	Equipment	Quantity	Rental per Equipment per Month (Rs.)
1	Utility Vehicle (Mahindra Pick UP / Tata 407)	1	
2	Maintenance trolley(Multitier)	2	
3	Knapsack Sprayer	1	
4	Secateurs (Falcon / Passi)	5	
5	Hand Sprayer (1 Ltr.)	5	
6	Garden Shear (Falcon / Passi)	5	
7	Watering Can (Plastic / GI)	5	
8	Biometric bag for garbage disposal	30	
9	Duster	40	
<b>FOR OUTDOOR WORK :</b>			
S.No.	Equipments	Quantity	Rental per Equipment per Month (Rs.)
1	Diesel Lawn Mower	1	
2	Manual Lawn Mower	2	
3	Petrol Tree Pruner	1	
4	Petrol Hedge Pruner	1	
5	Wheel Barrow	2	
6	Hose Pipe – as and when required	As Required	
7	Motorized Sprayer	1	
8	Knapsack Sprayer	1	
9	Khurpa	As Required	
10	Widing Khurpi	As Required	
11	Bush Cuter	1	
12	Ladder (Aluminium) different size	2	
13	Scissors	10	

**Total Monthly Rental (Rs.)\* :** \_\_\_\_\_

(\* Total of all (Indoor as well as Outdoor) work equipments to be added at S.No.2 of Financial bid

**No. : Q/OA/872/01/2021**

**GOVERNMENT OF INDIA  
Ministry of External Affairs  
(Establishment Division)  
Jawaharlal Nehru Bhawan, 23D, Janpath,  
New Delhi – 110011**

**SECTION – 6**

**(FORMS AND CHECKLIST)**

**Form - I****Particulars and Contact Details of the Bidder**

<b>S.No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Firm	
2	Address (with Telephone No.)	
3	Contact Person with Mobile No.	
4	E-mail address	
5	Bank Details	Name of the Bank: Branch: A/C No. Type of A/C: IFSC Code
6	Status Proprietary/Partnership/ Pvt./Public/Ltd. Co.	
7	PAN (Enclose copy of PAN Card)	
8	TIN / GST Number (Enclose copy of TIN / GST)	
9	Details of past experience in the same trade (please enclose copies of orders received from Hotels / Institutions and Govt./Semi Govt. Organisations.	

(Signature of the Authorised Signatory of the Tenderer)

with Seal of the firm / company

Name :.....

Mobile Number :.....

Date :.....

**Form - II****Financial Capacity Form**

Name of the Firm :

Address of the Firm :

Description	Financial Years		
	2017 - 2018	2018 - 2019	2019 - 2020
Annual Turn Over (in INR)			

(Signature of the Authorised Signatory of the Tenderer)

with Seal of the firm / company

Name :.....

Mobile Number :.....

Date :.....

NOTE : To be certified by Company Auditor with signature.

**Form - III****Details of Previous Contracts and Satisfactory Performance**

Period of Contract	Name and Address of the organisation with reference letters	Name of the Contact person & Phone No.	Value of Contract and other details	Remarks

Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials:

Period of Contract	Name and Address of the organisation with reference letters	Name of the Contact person & Phone No.	Value of Contract and other details	Remarks

(Signature of the Authorised Signatory of the Tenderer)

with Seal of the firm / company

Place :

Date :

**Form - IV****Performance Security Bond Form**

In consideration of the Ministry of External Affairs (MEA) (hereinafter called "The Ministry") having agreed to exempt.....(hereinafter called "The said contractor(s)" from the demand, under the terms and conditions of agreement No.....dated.....made between MEA.....and M/s.....for providing Horticulture Services required at Jawaharlal Nehru Bhawan, 23D, Janpath, New Delhi-110011 (hereinafter called "the said agreement") of performance security for due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, on Production of a bank guarantee for Rs....., we (Name of Bank)..... (hereinafter referred to as "The Bank") at the request of M/s .....Contractor(s) do hereby undertake to pay to the Ministry an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the Ministry by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

2. We (Name of the "Bank") ..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand for the Ministry..... stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Ministry by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the said contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee where the decision of the Ministry in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

3. We undertake to pay to the Ministry any money so demanded not withstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the said contractor(s) shall have not claim against us for making such payment.

4. We (Name of the "Bank").....further agree that the Guarantee herein contained shall remain in full force and effect for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligation and that it shall continue to be enforceable till all the dues of the Ministry under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Ministry..... certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this Guarantee.

5. We (Name of the "Bank").....further agree with the Ministry.....that the Ministry..... shall have the fullest liberty without our consent and without affecting in any manner our obligations here under, to vary and of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Ministry against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Ministry..... or any indulgence by the Ministry..... to the said contractor(s) or by any

such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We (Name of the “Bank”).....lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Ministry in writing.

Dated the.....day of .....,

For.....

(indicate the name of the Bank)

Witnesses :

1.

2.

**Form – V****Checklists**

<b>S.No.</b>	<b>PARTICULARS</b>	<b>YES / NO</b>
1.	Have you filled and submitted all forms (i) Technical Bid, (ii) Financial Bid, (iii) Contact Detail Form, (iv) Financial Capacity Form and (v) Checklist ?	
2.	Have you read and understood various conditions of the Contract and shall abide by them ?	
<b>TECHNICAL BID</b>		
3.	Have you enclosed scanned copy of the draft for EMD of Rs.....and uploaded with the Technical Bid.	
4.	Have you submitted the original EMD draft of Rs.....to MEA on or before submission of Online bid ?	
5.	Have you uploaded the proof of having met the following minimum eligibility criteria ?	
5.1	Legal Valid Entity : Have you uploaded the attested Certificate issued by the Registrar of firms / Companies ?	
5.2	Financial Capacity : Have you uploaded Audited Balance Sheets as required ?	
5.3	Registration Licence : Have you uploaded a copy of each of the registration certificate ?	
5.4	Experience: Have you uploaded the attested experience Certificates issued by the organizations / Government Departments of the last three years?	
6	Have your Technical Bid been prepared and uploaded as per the requirements of the Tender ?	
<b>FINANCIAL BID</b>		
7.	Have your Financial Bid proposal duly filled and uploaded as per instructions ?	
8.	Have you quoted prices against each of the category / item ?	
9.	Have you provided cost break ups for all components in the Financial Bid ?	
10.	Have you attended pre – bid site visit / briefing	

Note : The above must be filled, signed and submitted along with the bid.

(Signature of the Authorised Signatory of the Tenderer)

with Seal of the firm / company

Name :.....

Mobile Number :.....

Date :.....



**No. : Q/OA/872/01/2021**

**GOVERNMENT OF INDIA  
Ministry of External Affairs  
(Establishment Division)  
Jawaharlal Nehru Bhawan, 23D, Janpath,  
New Delhi – 110011**

**SECTION – 7**

**(INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION)**

### **Instructions for Online Bid Submission :**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at : <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION:**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL : <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
2. As part of the enrollment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to other which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS:**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any Corrigendum issued to the tender documents.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS:**

1. Bidder should take into account any Corrigendum published on the tender document before submitting their bids.

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS:**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument. Physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The date entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
8. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
10. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the Portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
11. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS:**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 30702232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

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**No. : Q/OA/872/01/2021**

**GOVERNMENT OF INDIA  
Ministry of External Affairs  
(Establishment Division)  
Jawaharlal Nehru Bhawan, 23D, Janpath,  
New Delhi – 110011**

**SECTION – 7**

**(DRAFT AGREEMENT)**





## SERVICE AGREEMENT FOR PROVIDING HORTICULTURE SERVICES

This Agreement is made at New Delhi on this \_\_\_\_st day of \_\_\_\_\_, 2021.

BETWEEN

The President of India, acting through Joint Secretary (Establishment), Ministry of External Affairs, Government of India (hereinafter referred to as "Ministry"), having its office at 23D, Janpath, New Delhi-110011

AND

M/s \_\_\_\_\_, a company Incorporated under Companies Act, 1956 having its 'registered office at \_\_\_\_\_, acting through Mr. \_\_\_\_\_, \_\_\_\_\_ who is duly authorized to sign and execute this Agreement on behalf of the company, through resolution of the Board of Directors of the company, (hereinafter referred to as 'Service Provider', which expression shall include its successors, assigns and legal representatives); hereinafter collectively referred to as 'the Parties'.

THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE  
PARTIES HERETO AS FOLLOWS:-

It is agreed upon between the parties to the Agreement that it is a commercial contract of professional nature between Service Provider and the Ministry. In performance of its agreed duties as per terms and conditions of the contract, the Service Provider shall at all times act as an agency independent of the Ministry. The contract does not in any way create a relationship of a principal and an agent between the Ministry and the Service Provider. The Service Provider shall not act or attempt or represent itself as an agent of the Ministry.

Under no circumstances the employees of the Service Provider can claim to be the employees of the Ministry nor shall such relationship be considered to exist. The employees of the Service Provider shall have no claims whatsoever against the Ministry of a monetary or non-monetary nature or any other claim including, but not limited to, the claim for permanency in employment of the Ministry. The personnel appointed at the site shall work under supervision, direction & control of the Service Provider for carrying out activities agreed upon in terms of the Agreement. However, Service Provider shall be accountable to Ministry for any Complaint(s), for providing the requisite satisfactory services as per Agreement, at the site.

Service Provider is required to provide Horticulture Services to the Ministry of External Affairs at Jawaharlal Nehru Bhawan, 23D, Janpath, New Delhi-110 001.

## 1. SCOPE OF WORK

The Agreement shall apply to all services as defined in this Agreement.

### 1.1. MANPOWER

- The employees of the Service Provider working in the complex will have bank accounts to be credited with their emoluments every month. Service Provider will provide proof of payment to the employees working in the complex and will meet all statutory requirements like PF(Provident Fund), ESIC(Employees State Insurance Corporation) with proof being provided to Ministry, at regular intervals.
- Necessary training to staff will be provided by Service Provider on site as per schedule prepared well in advance and also as and when required in between.
- Working hours will be 8:00 a.m. to 5:00 p.m. Monday to Saturday. The actual timings may be revised by Ministry from time to time. The supervisor(Horticulturist) may be contacted and called upon at site in case of any emergency or urgent requirement on site any time including non-working hours and holidays.



- Service Provider representative will make at least twelve (12) general inspections of the premises per year along with the Ministry horticulture Consultant team or persons authorized in this behalf.

## 1.2. MATERIAL, CONSUMABLES & SPARES

- Service Provider shall be responsible for maintaining a high level of safety in equipment and work conditions and shall provide evidence of liability insurance in an amount deemed sufficient by the Ministry. Maintenance of complete landscaping area including Lawns, maintenance of Potted plants (Outdoors and Indoors), Trees, Shrubs, Hedges, Creepers, Ground corner, Hard scaping, water bodies etc.
- Supply and plantation of seasonal plants to maintain the aesthetics of the landscape green area (outdoor and indoor) as and when required. Supply of plants, planters and other decorative material as per **Annexures I, II, III, IV, V & VI**. Charges will be payable by Ministry as per accepted final bid. Rates quoted in the Financial Bid submitted by M/s .....
- Supply of seasonal plants includes supplying of Saplings of seasonal plants in beds and pots. These supplies will be to maintain the aesthetics of the landscape floral and beautiful. The choice and quantity of plants will be done by Service Provider in consultation with Ministry, appointed horticulture consultant.
- The maintenance includes timely cutting, pruning, watering, manuring, spray of insecticide and Pesticides, Proper dose of Fertilizers, Cleaning of Landscape Areas and Plantation of Seasonal flowers as and when required.
- The maintenance includes timely cutting, pruning, watering, manuring, spray of insecticide and Pesticides, Proper dose of Fertilizers, Cleaning of Landscape Areas, and Plantation of Seasonal flowers as and when required.
- To carry out the maintenance work the following material shall be provided by the Service Provider as and when required at no extra cost to Ministry.
  - (i) Manure
  - (ii) Urea
  - (iii) Chemicals
  - (iv) Insecticides and Pesticides
  - (v) Good Earth, Soil etc.
  - (vi) Replacement of casualties
- The quantities of the above material shall be adequate and sufficient for the landscaping requirement at the premises as determined by Ministry and will be of superior quality. Ministry consultant reserves the right to inspect the quality and quantity of such material.
- Service Provider shall take permission from Ministry horticulture consultant before planting any fresh plants in premises. Failure to do so may result in non-payment by Ministry for such plants. The Service Provider has fully understood the landscaping requirements at the premises as determined by Ministry and the materials required for such landscaping.

### **1.3. GRASSED AREA**

This section shall include but not be limited to the following :-

- All grassed areas shall be maintained in a neat, tidy and usable condition appropriate to the designated use / location.
- All grassed areas shall be kept free of weeds, moss or extraneous growth.
- All grassed areas shall be kept in healthy growth at a reasonable length.
- Following grass cutting operations, all adjoining surfaces shall be free of any arising cuttings etc.
- All landscaped grassed areas shall be kept neatly cut to the edge of the borders, fence lines, building lines, path edges, hedge bases, tree bases etc.
- All grassed areas shall be kept free of large accumulations of litter and foreign matter such as stones, animal faeces, bricks and glass.

### **1.4. HORTICULTURAL WORKS**

This scope shall include but shall not be limited to the following:-

- All horticultural works shall be undertaken in a manner so as to maintain a pleasing, tidy appearance.
- All trees, perennial plants and shrubs shall be maintained so that they are in healthy growth.
- Trees and shrubs shall be kept to an acceptable height and form and are to be pruned in accordance with good horticultural practice.
- Plants or shrubs shall not obstruct or encroach pedestrian or vehicular traffic routes.
- All rose beds, shrubberies, herbaceous borders, hedgerows, other garden areas etc. shall be clear of litter, weeds, leaves, suckers, dead flower heads, rubbish, animal faeces and other debris, and remain in a neat and tidy condition at all times.
- All plants/ trees and shrubs etc., which have or appear to be dying, should be removed and replaced as soon as possible following removal of dead plant(s) by a suitable replacement.

### **1.5. LAWN OR TURF AREA MAINTENANCE**

- Service Provider shall mow and edge lawn areas weekly during peak growing season and as frequently as needed during the winter months or periods of excessive rainfall.
- All cuttings from mowing and edging shall be promptly collected and disposed of off-site, the same day as mowing.
- Complete fertilization of all lawns shall be at a minimum of four times per year in accordance with subsequent fertilization specifications.
- Service Provider shall provide labour for complete chemical weed, fungus, and insect control as necessary.

### **1.6. TREE, SHRUB AND FLOWERED MAINTENANCE**

- Trees and shrubbery shall be manicured regularly to contain their size in respect to species, size of planter or relative surrounding landscaping and for the best health of the plant.

- All flowerbeds and ground cover shall be trimmed, edged and cultivated as needed.
- Service Provider shall provide labour to continually inspect all tree ties and stakes to insure that they are properly supported.
- Service Provider shall provide labour for insect, disease and weed control as necessary.
- Complete fertilization shall be at a minimum of four times per year in accordance with subsequent fertilization specifications with no additional charge.

## 1.7. PLANTS AND FLOWERS

This section shall include but not be limited to the following :-

- All planting works shall be undertaken in a manner so as to maintain a pleasing, tidy appearance.
- All plant specimens shall be maintained so that they are in healthy growth.
- All plant specimens shall be kept to an acceptable height and form and shall be pruned in accordance with good horticultural practice.
- A fully detailed asset register detailing all plant specimens shall be kept by the Service Provider detailing type, location, condition and frequency of visit for all plants on display at each location.
- All pots / containers shall be cleaned and replaced where necessary.
- All plant specimens, which have or appear to be dying shall be removed and replaced as soon as possible following removal of dead plant(s) by a suitable replacement.
- The plant and flowers chosen shall be of a kind that is known not to cause any allergic reactions.

## 2. LANDSCAPE MAINTENANCE TASKS

**2.1. Aeration :** The process of improving the gas and air exchange capabilities of soil being utilized for growing plant material. Compacted or water-logged soil conditions limit plant growth. Aeration reduces shallow rooting, improves nutrient infiltration, and increases overall plant vigour. Turf grass is the most commonly aerated in landscape element.

**2.2. Fertilization :** Programmed fertilization of all areas shall be as specified herein and shall be at Service Provider's expense. The Service Provider shall notify the Ministry's representative five days in advance of each fertilization. An analysis of the soil shall be made a minimum of four times a year. Tests shall be conducted at Service Provider's sole expense by government approved Soil and Plant testing Laboratories only. A minimum of six samples shall be taken on each trip to produce a cross-section of soil condition for analysis of deficiencies and recommendations for feeding program as well as corrective measures that are found necessary. Fertilizing procedure for all landscaped areas on the site shall be based upon the soil laboratory report. Copies of the soil reports shall be distributed to Ministry and to Service Provider. Additional tests shall be made at Ministry's discretion. It is anticipated that fertilizer will be required eight (8) times per year to keep lawns in first class condition. Two (2) of these applications will be made with a slow-release material.

Service Provider shall apply proper fertilizer to established ground cover areas, shrubs and vines at least four (4) times per year or as required.

Service Provider shall apply proper slow-release material to established trees at least two (2) times per year (March and June) or as required.

- 2.3. Mowing** : Proper mower and height of cut, sharp blades, and low moisture content are the main requisites for a successful mowing operation. In addition, not more than one-third of the grass should ever be removed in any one mowing operation. Some turf grass types require special mowers. Most grasses can be cut with standard rotary mowers. Heavy textured utility grasses can be mowed with flail type mowers.
- 2.4. Mulching** : Mulching is the placement of organic material over a plant's root zone. Mulch keeps the soil near plant roots cool and moist longer than soil exposed to the sun and drying wind. Mulch provides insulation during winter, discourages weed germination, reduces soil erosion, impedes soil compaction, and protects plants from the damage caused by mowers and trimmers. Mulching should be accomplished annually as it decomposes, breaks down and shifts. Depth should be 2-4 inches depending on plant type and geographical location. A complete schedule will be made in consultation with Horticulture Consultant separately appointed by Ministry.
- 2.5. Pest and Disease Control** : Pest and disease control - The logical process of minimizing or eliminating damaging insects, animals, and pathogens. Many pests are cyclic and their actual damage to the landscape is minimal. Some are thwarted through natural processes. Some pests, such as ground squirrels, termites, and particular varieties of blight should receive immediate attention and treatment. Application methods for the control of pests and plant diseases are numerous and include attachments to garden hoses, hand-held pump sprayers, tractor-mounted tank sprayers, foggers, and hand or machine broadcasted granules shall be followed. The periodicity shall be of minimum twice in a month. A complete schedule will be made in consultation with Horticulture Consultant separately appointed by Ministry.
- 2.6. Pruning** : The selective removal of foliage or branches from plant material. It contributes to the quality, attractiveness, and longevity of installation trees and shrubs. Few landscape maintenance tasks are more important than pruning. Workers must be trained in the proper methods and then be supervised in the field by an experienced person. Pruning will only be done to remove dead or diseased branches, reduce foliage density or crossing branches, or to improve the beauty of the plant through selective removal of a few branches. Proper pruning is not difficult. To be monitored by horticulture consultant's team.
- 2.7. Trees** : Proper pruning is paramount to long term tree health and vitality and their aesthetic and energy conservation value. Many trees are incorrectly topped or pollard, forever destroying their natural shape and size while greatly shortening their lives. It is better to leave a tree alone than to prune it improperly. Topping a tree removes the terminal bud and results in irregular and oddly-shaped trees. Pruning should restore a tree to a healthier condition and a more attractive shape, making it stronger and better able to withstand storms and disease. Service Provider will ensure that pruning is done under strict supervision to avoid accident and no excess pruning is done.

**2.8. Shrubs :** Over pruning of shrubs is common. Most of the shrubs receiving regular pruning probably don't need to be pruned at all. When they are pruned improperly or unnecessarily, the labour and associated costs are wasted, the plant suffers, and the aesthetic quality of the landscape declines.

Shrubs have distinct shapes; weeping, rounded, oval, upright, spreading, and irregular shaped. Allow shrubs to take on their natural shape, pruning only to reduce crowded foliage, crossed branches, an asymmetrical shape, or branches growing into the heart of the shrub.

Selective pruning restores a shrub to a healthy condition and an attractive shape. Trimming or pruning screening plants increases the maintenance activity and expends valuable resources.

Very few shrubs should ever be sheared, and then only the fine textured or small leaved varieties. Artificial shaping of shrubs should be minimized. If a shrub continually needs pruning due to safety or pedestrian clearance near a walkway, then removal should be considered. Generally, shrub pruning should result in soft, natural shapes and be performed a maximum of once or twice a year.

Pruning tools cover a large choice of available products. It is important to choose the correct tool for each operation. Tools range from hand-held prunes and bypass loppers to curved hand-held saws to power chain saws could be used.

**2.9. Soil Amendments :** Soil amendments of any materials added to the soil to improve or maintain its texture, pH, etc to encourage healthy plant growth. They are vital to the viability of all soils, especially those composed largely of sand or clay or those lacking sufficient organic matter.

Organic matter is the decaying remains of plants and animals. Because organic matter is a desirable component of all soils, and since organic materials are continually being decomposed by soil bacteria, even the best of soils benefit from periodic application of organic soil amendments. They can improve aeration and drainage in clay and compacted soils. In sandy soil, they help retain moisture and available plant nutrients.

**2.10. Trimming :** Removal of excess or unwanted turf grass or similar plant material on the edge of a turf area, walkway, or planter bed, and along fence lines and building foundations. These areas are generally trimmed at each mowing. There are a variety of trimming tools available and selecting the proper one depends upon the area being trimmed, plant material involved, and desired final affect. Tools include gas or electric powered nylon-monofilament trimmers and gas powered bladed edger(s).

Monofilament trimmers allow for rapid and efficient removal of unmovable grass around steel edging, concrete mowing strips, sidewalks, foundations, and poles.

### 3. Irrigation System

Service Provider shall continually inspect, repair and adjust all sprinkler heads for full coverage or to prevent overspray on buildings, sidewalks or other un-landscaped areas. Should poor coverage or localized areas become evident, Service Provider shall rectify them upon approval of written proposal.

Service Provider shall be responsible for reporting any damage to the irrigation system to the Ministry.

Service Provider shall be responsible for setting the starting time of the controllers, skipping days of the week as needed, and for changing the timing and individual vales. Water is to be supplied by Ministry.

Service Provider shall be responsible for hand operation of the controller whenever necessary and shall supplement the automatic watering with hand watering by hose when necessary.

Water shall be carefully applied and in quantities required by the different plantings. The effect of the watering program shall be regularly checked and adjusted whenever required.

Watering basins shall be constructed and maintained around newly planted trees and shrubs, etc., except ground covers, with the edges at least four (4) inches high and following the shape of the planting pit area.

Service Provider recognizes the necessity to keep all watering under definite control to preclude the soil drying to the extent that salts will rise from the subsoil's and infringe into the planting depths.

Particular attention shall be paid to adequate irrigation during the first six months following installation of new plant material, as more frequent watering will be necessary during this period when the plant are taking hold.

Trees will require additional deep soaking in order to get the water to the root system. This shall be done by slow soaking or by means of a subsoil irrigator as required.

All shrubs and ground covers shall be hosed off twice monthly to keep them free from accumulations of soot, chemicals and dirt. All trees shall be hosed off at thirty (30) day intervals. This shall be done in accordance with customary horticultural practices.

Watering shall be carried on in such a manner as to avoid excessive erosion by sprinklers or hand watering and prevent run-off into adjacent walks and roadways. Each section shall be irrigated for the appropriate time based on the condition of the soil and plant materials and water will not be wasted.

The irrigation system will be maintained, not including the well serving the irrigation system. Irrigation repairs shall extend only to heads, nipples, valves and underground lines.

The irrigation system will be programmed to deliver adequate soil moisture, as determined by weekly personal inspection. During the main growing season at least one (1) inch of water per week shall be applied.

### **3.1. Irrigation Sprinkler System Maintenance**

Once in every week of operation Service Provider shall, after turning on all valves, visually inspect each sprinkler head in all sections to make sure that heads, connector and lines are not plugged by soil, rock particles or otherwise, and make any and all such repairs as may be necessary.

Damaged heads and lines will be repaired immediately. All repairs shall be made by Service Provider at its expense. Irrigation control valves shall be kept in working order. Service Provider shall replace washers when necessary.

Service Provider shall familiarize itself with the location of existing underground utilities prior to commencement of any form of excavation work. The Service Provider shall be held responsible for any damage thereto caused by its operation.

### **3.2. Drainage**

Service Provider shall inspect existing surface and underground drainage system once a month, and adjust, if necessary, to facilitate surface flow of water to catch basin or other drainage facilities provided to planted areas.

### **3.3. Replacement of Dead Plantation**

All plant material is the responsibility of Service Provider, at Service Provider's expense. Service Provider shall be liable for replacement of plants, including but not limited to, loss through negligence or improper cultivation such as improper fertilization, careless use of chemical weed controls, lack of water or mechanical damage from the equipment of Service Provider or its employees, or otherwise.

Service Provider shall not be responsible for plant loss due to Ministry's construction or operational activities, vandalism, or acts of God.

Plant sizes for replacement shall be recommended by Service Provider and vetted by Ministry's horticulture Consultant.

Damage repair to the irrigation system, not resulting from the Service Provider's operation and negligence, will not be included. All repairs to the system shall be done according to irrigation details supplied as part of this contract. Repairs so provided would include normal wear and tear of the system, vandalism, accidental breakage by others, so called acts of God, etc. This work will be performed under separate agreement with proper authorization. Breakage or damage to any of the systems caused by the Service Provider's neglect shall be repaired or replaced at the Service Provider's expense.

### **3.4 Cleanup**

All rubbish, waste or surplus material shall be removed from the job site at the close of each day's work. Sidewalks and roadways shall be swept clean as required to remove debris resulting from work under this contract.

All planted and unplanted areas will be policed daily for miscellaneous paper, cardboard, etc., which will be deposited in Service Provider's trash containers. Service Provider shall, at all times, keep the premises free from accumulation of waste materials or debris caused by the employees, to the satisfaction of Ministry.

No burning of waste materials shall be permitted on the premises.

#### **4. Control of Work**

Ministry shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner or performance and rate of progress of the work, all questions which may arise as to the interpretation of these specifications, and all questions as to the acceptable fulfilment of the Agreement on the part of Service Provider.

Service Provider shall permanently assign to this project a Supervisor(Horticulturist) (to be supervised by Service Provider) satisfactory to Ministry. The Supervisor shall be permanently assigned to this project, working on a full-time basis for the duration of this Agreement. The foreman shall represent Service Provider, and all directions given to him shall be as if given to Service Provider.

Upon written request, Ministry shall be furnished with all reasonable evidence ascertaining that the materials and workmanship are in accordance with the requirements of these specifications. The inspection of the work shall not relieve Service Provider of any of its obligations to fulfil this agreement as prescribed and defective work shall be made well at no expense to Ministry, notwithstanding that such defective work and materials have been previously overlooked and accepted or estimated for payment.

Service Provider shall commence maintenance work immediately upon receiving instructions to proceed and shall diligently and continuously perform said work to the satisfaction of Ministry. Service Provider shall be filling a check list every week with the horticulture consultant to grade their work.

#### **5. Use of Premises**

Service Provider shall confine all temporary staging of materials and use of spaces on the site to areas designated by Ministry. Materials and equipment not in use shall be removed from the site.

The bringing in, use and disposal of gasoline, benzine, or like combustible materials shall be handled in accordance with Ministry's requirements or regulations as directed by Ministry.

Service Provider's employees shall be allowed the use of designated toilet facilities in the project.

Service Provider shall not store any noxious, combustible or dangerous material on the premises.



## **6. First Aid Facilities**

Service Provider shall provide on-site first aid facilities, conveniently located and adequately equipped to render first aid treatment to any injured workman employed under this agreement, all in accordance with applicable laws.

## **7. Responsibilities of the Service Provider**

### **7.1. Weekly checks with consultant team and filling check list.**

It is the responsibility of the Service Provider to provide gardeners and a supervisor to be available on site in general shift and they have to look after the landscaping activities of the entire premises.

The Service Provider should bring all facilities up to the expected aesthetic standards established within the first three months of the first contract year.

The Service Provider should provide a weekly inspection to the landscaped/vegetated areas of the premises, and make sure that the weeding and removal of moss has been carried out on a routine weekly schedule

Trimming shall be done to remove the dead growths along the edges of the turfs on a weekly basis and more frequently during the growing season and ensure that the following standards are met :

- Remove dead, damaged and diseased portions of plants
- Prune trees and shrubs to retain their natural shape
- Trees and shrubs are not to be allowed to grow together unless designed to do so as a hedge
- Trees will be kept pruned to allow at least 2 feet of unobstructed space between the ground and the lowest limb
- Trees will be pruned to avoid conflict with vehicular or pedestrian traffic and will not be allowed to interfere with site lighting along the front areas especially near the main entrance gateways and along the walkways inside the premises
- Shrubs (potted) around the premises will be kept pruned not higher than the building windowsills and not touching building walls. This holds good for the potted shrubs near the main entry such that it does not obstruct the way and accessibility.
- Other hedges around the periphery of the blocks shall be kept trimmed to no more than 3 feet in height

- Other shrubs will be kept pruned to no higher than 2-½ feet above the ground

Make sure that the trees, shrubs and ground cover must be kept off fire hydrants, signs, and fences, walls, sitting areas, walkways and driveways especially the turf in front of each block has to be trimmed properly such that it doesn't obstruct the vehicular and pedestrian movement along the access ways.

Lawns, bedded areas, fence lines, concrete pads/planter boxes shall be kept of weed, grass and moss free by hand or use of herbicides approved by the management team. Usage of disinfectants should be minimized.

The Service Provider shall be responsible for removing weeds, grass or moss in entry and parking areas. He takes the full responsibility of controlling any unwanted growths in some moist areas especially in the basement and in corners of the premises as well as along the surface of the building.

Rake all bedded areas weekly twice to ensure a fresh bark appearance. Re-barking of any location will be at the discretion of the management team.

Fertilize all plants at least once in a half year. Care is to be taken not to burn the plants. Proper schedule as to be maintained for fertilizing/manuring and has to be submitted to the management team at any point of time.

## **7.2. Trees, shrubs and ground cover : weed, pest and disease control**

MEA encourages environmentally sensitive maintenance practices. Provide MEA a minimum of 48 hours notice prior to "blanket" applications of herbicides, fungicides or insecticides. All chemicals must be approved and applied by a licensed State Pesticide Applicator as per the manufacturer's recommendations. Provide a Material Safety Data Sheet (MSDS) to MEA as well as Consultant appointed by MEA for any chemicals used.

Apply insecticide or fungicide to trees, shrubs and ground covers only when significant plant damage would result from not addressing the infestation.

Keep planter beds and tree wells free of weeds and debris on a weekly basis throughout the year. Control weeds with contact spray herbicide, hand-weeding and selective use of pre-emergent herbicides. Apply only at manufacturers approved areas to avoid soil toxicity. Verify that herbicide is appropriate for use with various plant materials. The Service Provider is responsible for any damages incurred as a result of herbicide application and must repair or replace any such damage at no cost.

Control of major disease and insect infestations for trees, shrubs and ground covers is a part of the Contract. Regularly monitor all plant material and immediately notify the management team of any need for such control. The Service Provider is responsible for any damage to plant material incurred as a result of failure to immediately notify MEA of correctable disease and/or insect problems, and must replace any such damaged plant material at no additional cost.

Prune trees, vines, and shrubbery, after the typical growing season especially during the months of April, May and June.

Pick up and remove all leaves and debris in bedded/landscaped areas, loading areas/entry porches and parking lots and along the access ways around the periphery of the building (concrete paved zone) starting in autumn (when leaves on surrounding trees start to fall) and perform this service once a week until leaves cease falling.

Establish the watering schedule for the site and make sure that the Service Provider brings his own watering devices and the watering has to be done at least once a day either during late evening or early morning. The MEA shall provide the water supply connection.

Lawns in the turfs near the main entry and the entrance porches of the tower blocks have to be mowed every 7 days once. Grass shall not be cut closer than 1" nor shall it be longer than 1-1/2 inches in height after each cutting. The mower blades shall be kept sharp to prevent shredded grass tips that turn brown. When too wet to mow, the grass must be cut to four inches (4") or less with a nylon cord trimmer or equipment. The erosion control grass areas will be cut to 4" or less at all times.

**7.3. Edging around turf perimeters, sidewalks, and bedded areas shall be done with each mowing.**

Fertilize landscape turf areas with a well-balanced, slow release fertilizer as required to provide vigorous deep rooting and a healthy green appearance year around. Determine fertilizer application rates and materials from soil test results. Submit a fertilizer schedule listing proposed materials, application rates and application times prior to performing work. Provide four applications per year as part of the base contract.

Apply agricultural grade pellet form lime to all turf areas once annually as recommended by soil tests.

Aerate all compacted areas of formal turf areas once annually in the month of December. Aerate with a vertically operating core aerator utilizing shaft mounted 1/2" hollow tines. Cores shall be made 4" on center to a 3" depth. Vacuum plugs. The Service Provider ensures the availability of all the necessary equipments on site.

Remove any thatch over 1/2 inches in depth from turf areas once annually. Control broadleaf weeds in all landscape turf areas by spot applications of contact herbicide.

Monitor all turf areas for infestation of crane fly and other harmful insects. Apply pesticides only to specific areas where insect infestations have been identified by the Service Provider and pose significant risks to the health and appearance of turf.

**7.4. Inspect and repair areas showing signs of erosion.**

- Replace dead and dying vegetation

1. Plant materials such as seeds, bulbs, saplings of annuals / perennials/ shrubs and trees, etc shall be arranged by the Service Provider
2. The Service Provider should ensure the payment of his workers as per Minimum Wages Act
3. The manpower deployed by the Service Provider should turn up in neat and clean uniform with their I Cards on display over front pockets

### **7.5. Indoor plants**

- Maintenance shall be provided on an as required basis, including the following services as they become necessary
- Watering for each plant
- Pruning and trimming to provide a pleasing shape, control growth, and remove old or unsightly debris
- Leaf cleaning to remove dust, grease or other deposits and to provide a neat, clean appearance
- Fertilizing to ensure strong healthy growth
- Inspection and treatment for insect and disease control
- Leaching soil to remove harmful chemical accumulations
- Aerating to loosen soil and provide additional air to roots
- Re-potting and staking to provide additional root space and/or support
- Cleaning of all areas under and around each plant. This includes file tops, floors, tables and any other areas where loose soil, bark or plant debris may fall
- Service Provider is required to ensure the vendor complies with the following requirements
- All replacement plants shall be of the same quality and height as those being replaced, or those originally in place at the time of the agreement. MEA shall have final approval of all replacement plants
- Plants that become diseased, damaged, or unattractive due to factors under the control of the vendor shall be replaced at no charge to MEA
- Whenever additional plants or services may be required, i.e., relocation of plants or when environmental conditions affecting the plants may change, vendor shall provide consultation services to MEA for the resolution of such problems at no charge

### **7.6. Weed Control methods to be adopted by Service Provider**

#### **7.6.1. CHEMICALS**

Chemical application will be accomplished using small screw-on applicator bottles on garden hoses, hand-held pump sprayers, rotary or drop spreaders, tractor-mounted tank sprayers, and hand or machine broadcasted granules.

### **7.6.2. NON - SELECTIVE SYSTEMIC**

Non-selective systemic chemicals will be applied to the foliage of unwanted plant material. The chemical works through the chlorophyll in plant leaves and bark and moves inside the plant to the roots. Although somewhat slow-acting, these chemicals will severely damage or kill almost anything they are sprayed on.

### **7.6.3. SELECTIVE SYSTEMIC**

Selective systemic weed control chemicals will be used to kill specific classes of plants. Plants are classified as either monocotyledons, which include palms and grasses, or dicotyledons, which include all broadleaf plants such as willows, oaks, dandelions, and privet. Chemicals can be selected to control broadleaf weeds in turf grass or grasses in broadleaf ornamentals.

### **7.6.4. PRE - EMERGENT**

Pre-emergent weed control kills seeds during germination. The well-timed use of pre-emergent herbicides will eliminate the need for large scale systemic chemical or mechanical weed removal operations. These chemicals are extremely valuable when used to treat inert material areas. Depending on the climate, two to three annual applications may be required.

### **7.6.5. MECHANICAL**

Mechanical weed control will be accomplished using shovels, hoes, spades, or by hand.

## **8. MAINTENANCE GUIDELINES FOR ALL SEASONS**

- Spring
- Summer
- Monsoon

As per tender document

### **9. PROVIDING 24X7 OPERATIONS & TECHNICAL SUPPORT TO ENSURE**

- Manning and operation for the Horticulture services, continuous monitoring of calls and complaints, work allocation to shift employees and follow up on work progress.

### **10. WORKING HOURS**

- Working hours in Jawaharlal Nehru Bhawan shall be on average 9 hours with one hour break, Monday through Saturday in from 08:00AM-05:00PM.

## **11. STATUTORY COMPLIANCE**

The Service Provider would need to ensure that all the statutory requirements for **operating building** are in force and adhered to. These may include (but not limited to):-

- Contract Labour
- Pollution Control Board
- Electrical Inspectorate
- Any other aspect of occupying buildings and managing outsourced/vendor/employees.

## **12. EMPLOYEES**

The Service Provider must employ qualified/competent and police verified personnel on site for the execution of the agreed tasks. The Service Provider shall comply with the provisions of all applicable labour legislations but not limiting to the following acts:-

- Minimum Wages as per Delhi Govt. Notification
- Employer Liability Act including ESIC, EPF Acts
- Workmen Compensation Act
- Industrial Disputes Act
- Child Labour (Regulation and Abolition)
- Contract Labour Act (Regulation and Abolition)
- Apprentices Act

## **13. EXECUTION METHOD**

The Service Provider shall get the following documents approved by the Ministry for effective performance of tasks:-

- Standard Operation Procedures for all Service Categories
- Daily/Weekly/Monthly/Quarterly Maintenance Schedules

## OTHER TERMS AND INSTRUCTIONS

### 14. DURATION OF CONTRACT

The contract shall be initially valid for a period of one year with effect from ....., upto ..... The contract may be extended for further period of two years [Maximum tenure three years from day one of initial contract] on same terms and conditions and same rates, on year to year basis subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the client.

### 15. PRICES

The amount of annual contract including GST is Rs...../(Rupees .....only) plus actual cost of plants, seasonal flowers and decorative material hired/purchased during the year as per rates quoted by the company in Part-B of the Financial bid (copy attached to this Agreement). The Prices submitted shall be firm for the entire contract period of one year. Any revision in minimum wages of the workers including that in statutory components of ESI, PF and Bonus, and/or GST shall be absorbed by the Ministry (For garden maintenance part and not for the items covered under monthly rentals) . **The Financial bid shall form the integral part of the Agreement.**

### 16. INCOME TAX DEDUCTION

Income Tax and GST may be deducted at source as per rules.

### 17. PAYMENT OF STAMP DUTY

The Service Provider shall pay the expenses of stamp duty for execution of Agreement.

### 18. TERMS OF PAYMENT

Service Provider shall be paid on monthly basis for the services rendered in the preceding month. Billing cycle will be 1<sup>st</sup> of the month to the last day of the month. The Service Provider shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices. The Service Provider will submit copies of GST and PF/ESIC challans along with list of staff with their individual PF/ESIC numbers at the time of submitting monthly invoices.

## 19. PERFORMANCE / SERVICE GUARANTEE

- An amount of **Rs...../-** i.e. 3% of the tendered amount, has to be submitted by M/s ..... by before the commencement order is given and within 15 days of signing the final Agreement with the successful bidder and it shall remain valid for a period of 60 days beyond the date completion of all contractual obligations of the Service Provider.
- This amount shall remain valid during the tenure of Agreement period. This Service Guarantee deposit money shall be refunded after **60 days** after the expiry of Agreement provided there is no breach of Agreement during the period of the contract.
- No interest shall be paid on the Service Guarantee.

## 20. FORFEITURE OF PERFORMANCE / SERVICE GUARANTEE

The guarantee amount in full or part may be forfeited in the following cases:-

The terms & conditions of the contract are breached :-

- When the Service Provider fails to comply with minimum service levels agreed upon in the contract.
- Failure of the Service Provider to comply with statutory requirements shall constitute Sufficient grounds for the annulment of the award and forfeiture of the Service Guarantee.
- Notice of reasonable time shall be given in case of forfeiture of security deposit.

## 21. RELEASE OF PERFORMANCE / SERVICE GUARANTEE

The Performance/Service guarantee shall be returned after successful completion of contract period provided there is no claim for liquidated damages from the Ministry.

## 22. GENERAL CONDITIONS

- The Service Provider shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement. All employees working under the contract shall also be covered under Worker's Compensation policy.



- The Service Provider shall recruit, hire, train, supervise and direct employees deployed under the Agreement. The Service Provider is also responsible for transfer and discharge of them. All personnel employed by the Service Provider shall at all times and for all purposes be solely in the employment of the Service Provider.
- The Service Provider shall assign personnel of appropriate training and experience to perform and fulfil its obligations under this Agreement. The Service Provider shall take commercially reasonable steps to ensure that staff members performing services under this Agreement are trained and suitable to perform such Services. The Service Provider is obliged to replace, without unreasonable delay and at no cost to Ministry, any personnel whom Ministry considers lacking the necessary competence or with whom Ministry finds it difficult to collaborate.
- The Service Provider will submit copies of GST and PF/ESI challans along with list of staff with their individual FP/ESI numbers along with monthly invoices.
  - The Service Provider shall ensure that all employees assigned by the Service Provider to perform development of the Services are employees of the Service Provider and that under no circumstances shall the relationship of employer and employee be deemed to arise between Ministry and Service Provider's Personnel.
  - The Service Provider must know and follow their duties related to safety for all personnel. These guidelines are applicable to contractors as well as sub-contractors deployed by them at the Site.
  - All Service Provider workmen should be provided with a uniform and shall work within the Ministry premises in their prescribed uniform, with I Cards on display over their front pockets.
  - The housekeeping standards employed by Service Provider must be good and acceptable to the Ministry in all respects.
  - The Service Provider must leave work areas in a clean, tidy and safe condition at the end of each working period.
  - The Service Provider must provide consumables, tools and equipment based on applicable regulations/ codes/guidelines as per tender document.
  - The Service Provider should ensure that proper trained personnel carry out the jobs and that proper supervision is done for all jobs.
  - All workmen of the Service Provider or their sub-contractors must have valid identifications cards Issued by the Service Provider to be displayed at all times during duty hours.

- The service Provider hereto undertakes to indemnify and hold harmless the Ministry against all claims, losses, damage, liabilities or expenses (including legal fees) that may be incurred arising out of the agreement or filed by the workers/employees of the Service Provider against loss or damage caused and legal complications liabilities which may arise on account of failure of Service Provider to perform its obligations to observe the rules & regulations & other provisions of law applicable to the conduct of the business by the Service Provider. The Service Provider will be solely and exclusively responsible for payment of salaries/wages and other monetary, non-monetary benefits attached to the contract of employment the workers have with the Service Provider.
- All correspondence, notice shall only be in writing, duly signed by the authorized representative of the parties and shall be served vide Registered mail/ speed Post/by hand / courier only at the address mentioned in this Agreement or the last address known to the parties.
- It is also agreed between the parties that this Agreement is the complete & final understanding between the parties and supersedes any previous written and/ or verbal/ oral agreement/ understanding.

### **23. RESOLUTION OF DISPUTES**

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved through the appointment of a Sole arbitrator in accordance with the ICADR Arbitration Rules, 1996. The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules 1996. The seat of arbitration proceedings shall be New Delhi. The language of the arbitration proceedings shall be English.

### **24. AMENDMENTS TO THE CONTRACT**

This Agreement may be amended or modified with consent of both parties in writing signed by the duly authorized representatives of the respective parties. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Service Provider and Ministry.

### **25. FORCE MAJEURE:**

- Notwithstanding the provisions of contract, the Service provider shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Agreement is the result of an event of Force Majeure.

1. For purpose of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault of negligence and not foreseeable. Such events may include but are not restricted to acts of the Ministry either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
2. If a Force Majeure situation arises, the Service Provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry in writing the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

## 26. TERMINATION OF CONTRACT

The Ministry may terminate this Agreement, by giving a written notice of minimum 30 days to the Service Provider being unable to perform a particular portion of the services for a period of more than 30 days. The Ministry may, by written notice sent to the Service Provider, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Ministry's convenience, the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

## 27. SPECIAL CONDITIONS

- The Service Provider **or his vendor shall not pay wages lower than minimum wages of labour as fixed by the Govt. of India for application in NCR area or the Govt. of NCT of Delhi.** The fair wage referred to will be deemed to be the same as the minimum wages payable as referred to above.
- The Service Provider shall employ as his representatives, staff and workmen after verifying their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is, in anyway, associated with work.
- All rates and lump-sum amounts if any shall be firm throughout the duration of the Agreement and no deviations shall be entertained by Ministry in this context.
- The Service Provider shall deploy adequate manpower, machinery and resources to ensure completion of work as per stipulated operational timings. **No overtime payments shall be allowed to the staff members,by the Ministry.** However, the Service Provider may at its own discretion consider making such payment when required.

- Ministry will provide an office space free of cost to the Housekeeping, Garbage and pest Control Service Provider only for enabling the Service Provider to render the Services effectively to Ministry.
- The authority will make all payments to the Service Provider for the services rendered satisfactorily on monthly basis in accordance to relevant clauses or conditions of Agreement.
- Additional staff required other than specified shall be obtained on pro-rata basis at Service Provider's own expense and at no extra cost to Ministry
- The Service Provider would be responsible for all mandatory compliances for social, safety and environmental issues related to the performance of the Service Provider in the Ministry premises.
- Ministry reserves the right to seek removal of any person deployed by the Service Provider without assigning any reason.

## **28. SERVICE TAX, OCTROI, SALES TAX AND OTHER DUTIES:-**

- The service provider's rates shall be deemed to include all Duties, such as Goods and Service Tax etc. as applicable. Liability of ECHS(Ex-servicemen Contributory Health Scheme), Provident Fund and other statutory compliances applicable towards staff and employees from principal employers as on date and as amended from time to time shall be deemed to be included in the amount of annual contract.

## **29. CODE OF CONDUCT AND PENALTY FOR NON - PERFORMANCE**

- The number of workers i.e. 15(fifteen) (1-Horticulturist, 4 - Gardeners and 10 – Garden helpers) as agreed upon for work at the complex shall be available for work as per agreed schedule. Service Provider shall be imposed a penalty of Rupees five thousand every time in addition to deduction of wages if the number of the employees falls short of the Agreement.
- If any of assigned work is not found satisfactory, an amount of Rupees ten thousand will be deducted as penalty for every major deficiency from the bill in addition to the cost of deficient service(s). However, the deduction should be from the outstanding bills of the Service Provider, to be applicable every month. The decision of **Joint Secretary(Establishment)** will be final in this respect.
- Smoking, spitting, intoxication, sleeping on duty is forbidden in the building.
- In performing its obligations under this Agreement, the Service Provider and its employees shall maintain confidentiality about layout plans and allocation of space within the building.

- If in case, the MEA decides to extend the Agreement after one year, It will solely be based on the basis of the services provided by the Service Provider during the course of contract of 1 year.
- All workers and staff employed by the Service Provider shall be employees of the Service Provider and will not have any claim of any nature on MEA. Any dispute arising between employees and Service Provider will be sole responsibility of the Service Provider and Service Provider only.

**PROPOSED ORGANIZATION OF PERSONNEL AT THE PROJECT** : as per financial bid/annexure (copy attached to this Agreement) The parties hereto shall be bound by the terms and conditions of the Agreement and all the relevant terms hereof shall be deemed to be incorporated in the Agreement and constitute its integral part thereof. **The Financial and Technical bids submitted by the Service Provider shall form an integral part of the Agreement along with a copy of the letter of award of Contract (copy as annexure).**

IN WITNESS WHEREOF the duly authorised representatives of the parties have signed this Agreement on the day, month and year first above written in presence of witnesses and in presence of each other.

FOR

M/s

MINISTRY OF EXTERNAL AFFAIRS

Name and Signature

Signature

(.....)

(.....)

MANAGING DIRECTOR,

JS (ESTABLISHMENT)

AUTHORISED SIGNATORY FOR FAIRS

MINISTRY OF EXTERNAL AF-

SERVICE PROVIDER (dia)

(for & on behalf of President of In-

**Stamp**

**Stamp**