

Tender Form No.  
Cost Rs. 525.00 (inclusive VAT)

## Tender Document

### AMC for Horticulture Maintenance and Landscaping

at

**Garden of Five Senses, Said-ul-Ajaib,  
M.B. Road, Near Saket  
New Delhi - 110030**



**DELHI TOURISM & TRANSPORTATION DEVELOPMENT  
CORPORATION LTD.  
(A GOVERNMENT UNDERTAKING)  
18-A, D.D.A. SHOPPING CUM OFFICE COMPLEX,  
DEFENCE COLONY,  
NEW DELHI 110024.  
TEL: 24698431, 24622364, 24655596, 24647005  
FAX: 24610500, 24697352**



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*Delhi Tourism & Transportation Dev. Corpn.  
Ltd.*

*(A Government Undertaking)*

*Project Address:- Garden of Five Senses, Said-ul-Ajaib, Near  
Saket Metro Station, New Delhi - 110030*

Last date for sale of tender	20 <sup>th</sup> Dec.'13
Last date of receipt of tender	20 <sup>th</sup> Dec.'13 3.00 p.m.
Date & Time of opening of tenders	20 <sup>th</sup> Dec.'13 3.30 p.m.
Tender Box placed in the office at:	Delhi Tourism & Transportation Development Corporation Ltd. 18-A, DDA, SCO Complex, Defence Colony, New Delhi – 110024

**Schedule of Quantities**

**Name of Work:- AMC for Horticulture Maintenance & Landscape works at Garden of Five Senses” New Delhi.**

Description of Item	Qty	Unit	Rate (Rs.)		Amount (Rs.)
			In Figure	In words	
<p>Day to Day maintenance of GFS having total land area about 20 acres including using and mixing of good earth cow dung, manure, urea, DAP or any other Chemical / fertilizer, pesticide, Hoeing and pruning including cost of watering the area as per requirement including T &amp; P, required to perform these operations including disposal of horticulture waste as per direction of Chief Manager GFS for maintaining the area effectively all complete including as and when required, and including cost of all activities required to prepare seasonal plants in GFS and planting at different locations as demanded by Chief Manager GFS or his representative including all lead and lifts including filling the cement / earthen pots and placing at different location as per requirement (material such as good earth, cow dung, manure, urea, DAP or others Chemical / fertilizer).</p> <p>One Supervisor, 2 Sr. Mali, 16 Mali are to be deployed for execution of this work.</p>	24	months			

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**Requirements & Conditions:-**

1. Wherever the term "Officer-in-Charge" appears it shall be read as Chief Manager, or his authorized representative or any officer designated by MD & CEO, DTTDC.
2. The Contractor shall make himself acquainted with site conditions before quoting the rates.
3. The tender is required to be submitted in two parts:
  - I Technical Bid – Envelop - A**
  - II Financial Bid – Envelop – B**
  - III Both the envelopes i.e. A & B duly sealed is to be put in a separate single main envelop which should be duly sealed. “AMC for Horticulture Maintenance & Landscaping at Garden of Five Senses & the name & address of the party, submitting the tender, must be provided on the main envelop.**
4. **Technical Requirement to be submitted in Envelop - A.**
  - I Name of the Firm / Company
  - II Full postal address with telephone Number.
  - III Name, Address and Telephone numbers of the Directors / proprietors and Chief Executives of the firm / company.
  - IV Proof of Registration with the Govt. Authority for Horticulture Work.
  - V The party must have minimum 5 years experience in the horticulture & landscaping work with Govt. and corporate sector.
  - VI Proof of Registration with PF & ESI Authorities
  - VII Copy of PAN
  - VIII Copies of the Income Tax return for last three years.
  - IX Only that agency should fill the tender which is specialized Horticulture and Landscape work.
  - X The party submitting the tender must have the average turnover Rs. 1 Crore of the last three years. Copies of the balance sheet, profit & loss account and the auditors ‘report for the last three years are to be provided.
  - XI List of clients with amount of each work of Horticulture
  - XII The party submitting the tender must have done atleast one single maintenance work of the cost of Rs. 40 lacs. in a year during the last three years.
  - XIII EMD of Rs. 50,000/- by way of DD in favour of Delhi Tourism & Transportation Development Corporation Ltd. to be enclosed.
  - XIV Party must disclose:-
    - i. Whether proprietor/partner/company/agency is defaulter with DTTDC/and/ or with any other Corporation of Delhi Government/Central Government?
    - ii. Whether any show cause notice has been issued to such agency/ company pertaining to any dispute and its status at the time of submitting tender?
    - iii. Disclosure of project earlier taken by the Proprietor/ or in pool/ Agency/Company with DTTDC and any other related organization of the Government.

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- iv. Whether execution of the project has been fulfilled in time and unable to explain its conduct?
  - v. Whether proceeding are pending before any forum/tribunal/ courts/ commission. If so, nature and detailed of such disputes be stated specifically.
  - vi. Duration from which dispute is pending and present status.
  - vii. Non disclosure of information and withholding of such information shall amount to disqualification in participation in the bid of tender of the DTTDC.
  - viii. As per the terms and conditions of DTTDC, the participation/approval of such tenders shall be liable to be cancelled at any stage at the sole discretion of DTTDC.
- XIV The Party is required to provide undertaking to DTTDC that the facts and figures provided in the tender are true and correct. At any stage, even during the operation, if it is found that false information is provided in the tender document, the agreement will stand terminated and security /EMD will be forfeited.
- XV Quotation given by the bidder in the financial bid will be inclusive of al, taxes and duties (including service tax).
- XVI If the Individual, Huff or the Partnership firm is selected as the successful bidder then liability of service tax under reverse charge will be recoverable from the bill of the tenderer.

**Signature**.....  
**Name in Block letters**.....  
**Designation**.....  
**Name of the firm**.....

**5. Requirements of Financial Bid to be submitted in Envelop – B.**

- I Name of the Firm / Company
- II Full postal address with telephone Number.
- III Quotation in Rs. Inclusive of all Rs.....  
(in words: Rs. ....)

**Signature**.....  
**Name in Block letters**.....  
**Designation**.....  
**Name of the firm**.....

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**Other Terms & Conditions:-**

1. The Supervisor should always be available at the site of work to take instructions from departmental officers and ensure proper execution of work. No work should be done in the absence of such supervisor.
2. If there are varying or conflicting provision made in the contract, the MD & CEO DTTDC shall be deciding authority with regard to the intention /interpretation of the tender and his decision shall be final and binding on the contractor.
3. The contractor shall issue identity cards, uniform to its labour and supply the list of names of all labour engaged at the site along with their home addresses to the Officer-in-Charge and on local police station. Failure to do so may result in suspension of work by the authority.
4. The job contract for the Horticulture Services will be for a period of two years and the contract can be renewal for a period of another one year on mutual consensus subject to the satisfactory job.
5. Income Tax, Surcharge, Cess, Service Tax, VAT/ Work Contract Tax, Labour welfare cess as applicable, shall be recovered from the bill of the contractor.
6. All necessary personal safety equipment as considered adequate by the Officer-in-Charge should be kept available by the contractor for the use of the person employed on the site and maintained in a condition suitable for immediate use.
7. The Contractor shall not employ men and women below the age of 18 years on the work.
8. All safety provision should be brought to the notice of all staff / worker by the contractor/ supervisor at work spot. Any negligence on this account, the contractor shall be responsible for that.
9. That it shall be the responsibility of the Horticulture Assistant to forward the maintenance bills to the Manager (GFS) after verifying that the horticulture at Garden of Five Senses is maintained as per the CPWD guidelines. Thereafter the maintenance bills shall be verified by the Manager (GFS).
10. That the Contractor having **PF/ESI Registration no.** will only be considered for awarding the contract. Contractor shall provide the PF number and ESI number of each worker deployed at Garden of Five Senses and will pay according minimum wages to all workers
11. That the Contractor shall be responsible for compliance of all the statutory requirements and fulfilment of all the legal obligations in respect of the persons employed for the purpose of executing the contract under the various statutes such as payment of minimum wages act, employees provident fund and miscellaneous act, payment of bonus act, payment of gratuity act, workmen’s compensation act, ESI Act etc. as may be applicable from time to time and the Contractor shall give an undertaking in this regard with every bill.
12. That in case of any loss or damage is caused to DTTDC or its visitors or staff etc. due to negligence of the workman of the contractor; the contractor shall indemnify the DTTDC to the extent of such loss or damages. The Contractor shall also indemnify and harmless DTTDC against all claims, dues, payments, fines, penalties, compensations, liabilities and other losses which may incur on account on non-compliance or violation of any statutory provision by the contractor or otherwise in respect of the persons employed by him for the purpose of executing the contract job and DTTDC.

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13. The rate quoted shall be for 8 hrs / day and 30 days in a month for employing the staff as mentioned in table below per day. In case the worker is required on an extra day or extra time the extra payment as well as recovery for absence from the duty shall be as per table given below:-

S.No.	Item	Minimum Manpower required to be deployed as per contract	Rate per person for deploying the manpower for extra Days / extra time (Rs.)		Rate per person at which recovery shall be made from the Contractor in the event of not providing the same (Rs.)	
			Per day	Per hour	Per day	Per hour
1	Choudhery I Supervisor	One no. daily	377/-	47/-	377/-	50/-
2	Sr. Mali	Two nos. daily	343/-	43/-	343/-	45/-
3.	Mali	16 Nos. daily	311/-	39/-	343/-	43/-

**Special Conditions**

1. Daily deployment of minimum labour such as malies, Sr. mali, Choudhery/ Supervisor shall be as per mentioned in item.
2. Attendance of labour deployed shall be checked daily by Officer-in-Charge.
3. The contractor shall ensure deployment of minimum workers as per schedule of quantity available throughout the working hours.
4. The department shall be at liberty to employ deficit labour if any at the risk and cost of contractor without any notice.
5. Payment of wages to the labour shall be made by the contractor as per minimum wages applicable from time to time. If any complaint is received by department relating to Labour payment the amount will be paid to the labour on behalf of the agency and the same will be recovered from the agency.
6. Payment of wages shall be made in presence of the Officer-in-Charge or his authorized representative and record of payment will be maintained by the agency.
7. The contractor shall provide tools and plants to the deployed labour for maintenance of horticulture works. Besides this lawn mower and adequate quantity of rubber hose pipes shall be arranged by the contractor.
8. The lawns, shrubs, trees, hedges shall have to be maintained in the satisfactory condition by the contractor. The decision regarding quality of maintenance given by the officer-in-Charge or his representative shall be final and binding on the contractor.
9. All staff of the agency shall wear uniform during the working hours, which shall be supplied by the agency at his own cost.
10. In case any casualty of trees / plants/ shrubs etc. occurs at garden that shall be made good by replacing with equal standard of plants/ trees /shrubs etc. by the contractor himself and nothing extra shall be paid. Recovery shall be made of casualty is not replaced within 7 days of its occurrence at the rate of persuing matter rate of plants/ trees/shrubs which shall be binding to the contractor.
11. Site must be seen before quoting the rates.
12. That the agency shall be responsible for conduct and behaviour of the staff deployed by it at the premises. Any loss or damage of the DTTDC’s movable and immovable property due to the conduct of the Contractor’s staff shall be made good y the Contractor. The value of the loss will be decided by the DTTDC based on the accounting principle / market value. The decision of the DTTDC in this regard will be final and binding on the agency.
13. If it is found that the conduct or efficiency of any person employed by the contractor is unsatisfactory, the contractor shall have to remove the concerned person and provide a substitute within 48hours of intimation by DTTDC. The decision of DTTDC designated officer in this regard shall be final and binding on the agency.
14. That the workers employed by the contracting agency shall be directly under the supervision control and employment of the contractor and they shall have no direct connection what-so-ever with DTTDC. DTTDC shall have no obligation to control or supervise such workers or take any action against them, except as permissible under the law. Such, workers shall also not have any claim against DTTDC for



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- employment or regularization of their services by virtue of being employed by the contracting agency.
15. That the contracting agency would be expected to maintain high standards of service. Any serious lapse noticed by the said designated officer-in-charge would attract minimum penalty of Rs. 500/- in the first instance. On recurrence of such lapse, the DTTDC may impose a penalty, as may be decided by the Competent Authority or take appropriate necessary action against the contracting agency, including termination of the contract. Such as decision of the DTTDC shall be binding on the contracting agency.
  16. That the agency shall in no case lease/transfer/sublet the services at Garden of Five Senses to any other agency.
  17. In the event of failure and or neglecting to perform any duties assigned to the agency to the entire satisfaction of DTTDC, DTTDC shall have the right to have such duties and obligations performed and discharged by such other party / parties, as DTTDC may deem fit, and shall be entitled to recover from the contractor all costs and expenses incurred towards getting such work done from other party / parties. Continue default will result in termination of agreement and forfeiture of security and performance guarantee.
  18. No other person except the Agency’s staff shall be allowed to enter the premises and the agency will not entertain outsiders or extend any service to them within the premises.
  19. The agency shall be directly responsible for any / all disputes arising between it and its employees and keep DTTDC indemnified against all losses, damages and claims arising thereof.
  20. That the contract can be terminated by DTTDC by giving one month’s notice.
  21. The tenderer will submit a demand draft of Rs. 50,000/- in favour of Delhi Tourism & Transportation Development Corporation Ltd. as earnest money which will be interest free. EMD of successful tenderer will be adjusted into security deposit which is 5% of the total tender awarded. However, in case the successful tenderer will not undertake the job with in 7 days, the earnest money / security deposit will be forfeited
  22. The tenderer will provide the performance guarantee to the amount of 5% of the tender awarded, with in 7 days of the award of contract. The performance guarantee may be submitted by way of bank guarantee, term deposit in favour of DTTDC. The performance guarantee will be refunded after 6 months of expiry of the contract on getting the report from officer incharge on his recommendation.
  23. That all the workforce deployed by the Contractor for the purpose of executing the contract jobs, shall at all times and for all purpose be the employees of the contractor who shall alone be liable and responsible for payment of all kinds of wages, salaries, remuneration and other benefit etc. to them without any claim or reimbursement from the first party.
  24. That neither the contractor nor DTTDC shall be liable for any delay, default or failure under this agreement if such delay defaults or failure arose as direct consequences of force majored including strikes; lock out, war & civil unrest.
  25. That in case of any unforeseen circumstances, DTTDC may suspend / terminate the contract without any advance notice for which no damage or compensation would be payable by DTTDC to the agency.

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26. That in case of any dispute MD/CEO, DTTDC may appoint an Arbitrator. The decision of such arbitrator would be final and binding on both parties.
27. The jurisdiction of the court would be New Delhi.

**Maintenance Conditions**

1. The work shall be carried out as per CPWD specifications 1996 Vol I to VI with up to date correction slips and as per direction of the Officer-in-charge of his authorized representatives.
2. The instructions given by the department shall be carried out promptly.
3. The normal workings hours of malies / Sr. malies / Choudhary shall be 9 hours a day i.e. 9 a.m. to 6 p.m. with one hour lunch break from 1 p.m. to 2 p.m. But working hours may vary including shift duties depending upon the requirements, corporation can repeat to mali and supervisor at night or early morning and no additional payment shall be admissible on this account.
4. The contractor shall have to arrange and maintain all tools and plants and other stock item viz. bamboo, sutli, hessian cloth, tokri and loading rickshaws etc. required for proper maintenance of garden features (including power lawnmower) and nothing extra shall be paid on this account.
5. The scope of the contract covers all landscape maintenance works in respect of existing garden features, which includes lawn, beds, topiary, perennial beds, rockeries, erecters and climbers, shrubs, trees and self grown trees in the specified area and removal of rank vegetation and bushes etc. complete.
6. The contractor must engage experienced staff for the supervision of these works, which should be familiar with the landscape operation in this region.
7. The maintenance includes, watering, fertilizing the plants, protection from pests and diseases, sweeping, weeding, mowing and disposal of garden refuse, cultivation and cutting of hedges, pruning and clipping of hedges roses etc and stacking, preparation and planting of seasonal flowers, minor repair works and all other landscape operations necessary for the proper growth of garden features and proper standard of maintenance.
8. Regular weeding, cutting grass of lawns and flower beds, ground covers, making basins of tree pits and hoeing to be done periodically.
9. The existing flower beds to be maintained with alteration (if required) by planting summer and winter seasonal flowers and seed / seedlings should be provided by the department free of cost but damage to the seedlings at any stage due to negligence on the part of contractor shall be made good by the contractor, failing which same shall be got done at his cost.
10. The contractor must ensure safety of all goods and machinery tools / hose pipes etc. at the site.
11. The contractor must take all necessary precautions for carrying out the above operation. In the case of any injury / accident to any person, the responsibility and liability will be entirely on the contractor.
12. The contractor shall carry out all minor repairs to garden features damage due to digging in the area, natural calamity or any other reason.

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13. Notwithstanding anything mentioned in the standard conditions of contract or elsewhere. The Officer In-charge reserves the right to terminate the contract at any time during the period of contract and the contractor shall not be entitled any damage whatsoever on this account.
14. Adequate watering of all garden features, trees, hedges, shrubs with hose pipes in different area should be done regularly. The contractor should ensure that unnecessary wastage of water does not occur at any time and must protect the irrigation fittings / hydrant etc. fixed at site and existing irrigation system due to negligence of his staff will have be made good by the contractor at his cost.
15. Manure and fertilizers as required shall be applied under the directions of the Officer In-charge. However, cost of manure and fertilizers shall be born by the contractor.
16. Periodic checks to be carried out for pests and diseases. In the event of infestation prompt spraying of appropriate pesticides, fungicides will be required for eradication of the same and nothing extra shall be paid on this account.
17. The following daily operation is envisaged:- Light garden, sweeping, removal and disposal of garden refuse and cut grass to approved dumping ground. No grass / refuse to be left overnight in the garden area. If the cut grass leaves etc. are left for more than 24 hours the same shall be removed by the department at the cost of the contractor without further notice.
18. Lawn mowing to take place at regular intervals of 10-15 days in a month or as per direction of Officer-in-charge.
19. Clipping and trimming of hedges, edges and trimming of shrubs, plants, trees, creepers and bougainvilleas etc. at regular intervals and stacking of plants, wherever required shall be done by the contractor.