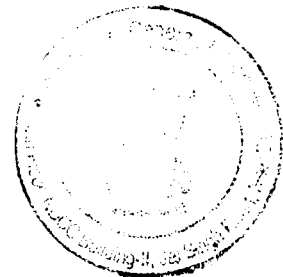


**Directorate General
National Disaster Response Force
Ministry of Home Affairs
6th Floor, NDCC-II Building
Jai Singh Road, New Delhi-110001**

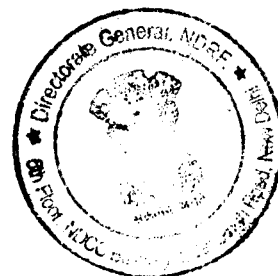
TENDER DOCUMENT

**Beautification of NDRF park in front of NDCC-II
Building at Jai Singh Road, New Delhi**



INDEX

Name of Work: Redevelopment of existing NDMC park at MHA building, Jai Singh Road, New Delhi	
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**Directorate General
National Disaster Response Force
Ministry of Home Affairs
6th Floor, NDCC-II Building
Jai Singh Road, New Delhi-110001**

NIT No.: 01 DTD:- 9-07-19

NOTICE INVITING E-TENDER

On behalf of the President of India, sealed Item Rate Tender are invited in Two Bid System (Part-A: Technical Bid and Part-B: Price Bid) from eligible, qualified and experienced agencies/firms for **Beautification of NDRF Park in front of NDCC-II Building at Jai Singh Road, New Delhi**. The estimated cost of the works is Rs.12,57,000/- only.

1. Availability of documents:

The tender documents may be downloaded from the website

Prospective tenderers are expected to examine all instructions, forms, terms and conditions and other details given in the tender document. Failure to furnish complete information as mentioned in the tender document or submission of a proposal not substantially responsive to the tender document in every aspect may result in rejection of the tenders.

Other general terms and conditions:

- a) Time for completion of the works is 1 (one) month from the date of issue of the Work Order and the Defect Liability Period will be 1 (one) year from the date of completion and handing over.
- b) The tenders/offers shall be submitted online only at the www.eprocure.gov.in by the due date and time. Tenderer must submit the Earnest Money Deposit (refundable) as under:

Earnest Money Deposit (EMD):	Rs.25,140/- only form of Demand Draft/ Fixed Deposit Receipt drawn in favour of DIG (Works) HQ NDRF payable at New Delhi.
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- c) The person signing the tender documents should duly authenticate any error or corrections in the documents submitted. Over-writing shall be avoided/ initialed.

2. Critical Dates:

Tender document Download Start Date: **09.07.2019 from 18:55 hours**

Tender document Download Close Date: **10.07.2019 up to 17:00 hours**

Last Date of submission of Tender: **22.07.2019 up to 15:00 hours**

Tender Opening Date: **23.07.2019 at 15:30 hours**

The original EMD of bidder should be received by 11.30 AM, on or before the opening of techno commercial bid, failing which their offer will be rejected.

Opening date and time of the Price Bid Tenders of the technically qualified tenderers will be intimated subsequently.

3. Techno-commercial Eligibility Criteria:

3.1 Technical Capacity:

The Tenderer should have satisfactorily completed following qualifying works during the last Seven years ending previous day of last date of submission of tenders:

- (a) Three similar works each costing not less than Rs.5.50 Lakh, or two similar works each costing not less than Rs.7.00 Lakh, or one similar work costing not less than Rs.10.10 Lakh.



In case the qualifying work is a component/part/sub-head of a multi-disciplinary work, the executed value of the horticulture/ landscaping work shall be substantiated with documentary proof like contract/work order/bill copy/certificate from department concerned.

Tenderer's performance for each of the qualifying work should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.

3.2 Financial Capacity:

- (a) The tenderer should have had average annual financial turn over (gross) from not less than Rs.50.00 Lakh during the last three consecutive financial years ending 31st March 2018, i.e., 2015-16, 2016-17 & 2017-18. The Balance sheets & profit & loss statement duly audited by Chartered Accountant shall be submitted. Year in which no turnover is shown would also be considered for working out the average.
- (b) The tenderer should not have incurred any loss in more than one year during available last three consecutive balance sheets, i.e., 2015-16, 2016-17 & 2017-18 as per the Balance Sheets and Profit & Loss Statement duly audited and certified by the Chartered Accountant.
4. The offer shall remain open for acceptance for a period of 60 (Sixty) days from the last date of submission of tender or any extension thereto. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the NDRF, then the NDRF shall, without prejudice to any other right or remedy, be at liberty to debar the tenderer from his future participation in the tendering process of NDRF.
5. Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
7. The Competent Authority for & on behalf of the NDRF reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted/ accepted by him for the same.
8. The NDRF reserves the right to accept or reject any or all the tenders without assigning any reason. No tenderer shall have any cause of action or claim against the NDRF for rejection of his/ all tenders.
9. This Notice Inviting Tender shall form a part of the Contract document.



(K.K. Singh)

Dy. Inspector General (Works)

HQ DG NDRF

उप-महानिरीक्षक (कार्य)

Dy. Inspector General (Works)

महानिदेशालय रा0आ0मो0बटा

Directorate General, NDRF

गृह मंत्रालय, भारत सरकार

Ministry of Home Affairs, Govt. of India



INSTRUCTIONS AND INFORMATION FOR TENDERERS (IIFB)

1 General:

- 1.1 Tender documents can down-loaded from the website www.epilindia.gov.in and the tenderers are encouraged to print the entire document in both sides of A4 size paper. All the statements, forms etc. (excluding supporting documents which may also be printed on both sides of A4 size paper) prepared and submitted by the tenderer for the purpose of his qualification/eligibility etc. may be printed on one side only.
- 1.2 Any change / modification in the tender enquiry will be intimated through above mentioned website only. Tenderers are therefore requested to visit the website regularly to keep themselves updated.
- 1.3 The intending tenderer must read the terms and conditions carefully. He should submit his tender only if he considers himself eligible and he is in possession of all the requisite documents to fulfil the Techno-Commercial Eligibility Criteria outlined at Para-3 of the NIT.
- 1.4 Information and Instructions for Tenderers (IIFB) shall form part of tender document/Contract eventually.
- 1.5 Letter of transmittal and Tender Forms for deciding Techno-Commercial eligibility are given at the end of IIFB.
- 1.6 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/ query is not applicable in case of the tenderer, it should be stated as "not applicable". Tenderers are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the tender being summarily disqualified. Tenders made by telegram or telex and those received late will not be entertained.
- 1.7 The tenderer should sign each page of the application/documents.
- 1.8 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the tenderer, should also be numbered by him. These should be submitted as a package with signed letter of transmittal.
- 1.9 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the tenderer should be signed by an officer not below the rank of Executive Engineer/Project Manager or equivalent.
- 1.10 The tenderer may furnish any relevant additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Tender Inviting Authority (TIA).
- 1.11 The credentials submitted in respect of the Techno-Commercial Eligibility Criteria may be verified by the NDRF at its discretion. Any information furnished by the tenderer found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in the NDRF.
- 1.12 The tenderer will not make, of his own, any alteration in the tender documents issued to him by the Department/downloaded from the e-tender portal. It is expressly brought to the notice of the tenderer that if he makes any alteration in tender documents and does not specifically bring out such alteration to the notice of the Tender Inviting Authority through a letter along with his tender, and his tender is accepted by the Tender Inviting Authority the alteration(s) made by the tenderer shall be deemed to become null and void and the original provisions in the tender documents as originally made by NDRF or amended subsequently through amendments to tender documents issued by NDRF, shall hold good and the tenderer/contractor will not have any claim on this account.



- 1.13 Before the deadline for submission of applications/tenders, NDRF may modify the Tender Documents by issuing addenda, which shall be made available in the E-tender Portal www.ndrf.nic.in and www.wendy.nic.in
- 1.14 Debarment from Tendering: the following debarment rules, prescribed in GFR, 2017 shall apply:
- (i) A tenderer shall be debarred if he has been convicted of an offence -
 - (a) under the Prevention of Corruption Act, 1988; or
 - (b) Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 - (ii) A tenderer debarred under sub-section (i) or any successor of the tenderer shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
 - (iii) A procuring entity may debar a tenderer or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years if it determines that the tenderer has breached the code of integrity.

2. Definitions:

In this document the following words and expressions have the meaning hereby assigned to them:

- 2.1 **Client/Owner/Employer/Department:** National Disaster Response Force (NDRF)
- 2.2 **Tenderer:** Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation participating in this tender.
- 2.3 **"Year"** means 'Financial Year' unless stated otherwise.
- 2.4 **"Contractor"** shall mean the successful Tender who enters into Contract with the NDRF and shall include their executors, administrators, successors and permitted assigns.
- 2.5 **"Contract"** or **"Contract Document"** shall mean and include the NIT, complete Tender Document, Negotiation letter/award letter, the accepted rates, Bill of Quantities, Terms & conditions/ specification of tender/ contract etc.
- 2.6 **"Completion Time"** shall mean the time period allotted for completion of the work, to be reckoned from the date of issue of the Work Order.
- 2.7 **"Work"** or **"Contract Work"** shall mean and include supply of Labour, requisite/specified trees & Plants, consumables including manures, dressing, cutting, plantation of specified trees and plants etc. including watering etc., tools and tackles, water pipes, drums, sprinklers as required including their site transportation, handling, stacking, and storing as required for completion of works to the satisfaction of NDRF.

3. Method of application:

- 3.1 If the tenderer is an individual, the tender shall be signed by him above his full type written name and current address.
- 3.2 If the tenderer is a proprietary firm, the tender shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3 If the tenderer is a firm in partnership, the tender shall be signed by all the partners of the firm above their typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified/Notarized copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed duly attested by a Public Notary and current address of all the partners of the firm should accompany the tender.

Site instruction for bider.



- 3.4 If the tenderer is a limited company or a corporation, the tender shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The tenderer should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
- 3.5 **Concessions / Exemptions Permissible Under Statutes:** The Tenderer must take all necessary steps in order to equip himself to avail of all concessions / exemptions/ input credits permissible under the statutes including the benefit under GST Act 2016, failing which he will have to bear extra cost where he does not avail such concessional rates/ exemptions/ input credits, as applicable.
- 3.6 **Personal Taxes:** The Tenderer must agree to bear all personal taxes as may be imposed on his employees and the employees of his sub-Contractors, Vendors, back-up Consultants, etc., on account of their association with or for performance of work in India.
- 3.7 **Corporate Tax:** The Tenderer must agree to bear corporate tax which may be levied on the Contractor, his sub-Contractors, back-up Consultants, etc.
- 3.8 The Contractor and/or his sub-Contractors etc. shall comply with the provisions of Indian Income Tax Act as applicable from time to time.
- 3.9 **GST on Works Contract:** The Tenderer must agree to bear all GST on his inputs for the works including his sub-Contractors, Vendors, back-up Consultants etc., on account of their association with or for performance of works. The price to be quoted by the Tenderer in his Financial/Price Bid shall be excluding GST on his output viz. GST on Works Contract. GST on Works Contract shall be paid extra to the Contractor as per applicable rate on his bill value of works done. Tenderer shall ensure that all available input credits for the work are taken into account while working out his quoted price.
- 4 **Final decision-making authority.**
The NDRF reserves the right to accept or reject any tender and to annul the process and reject all tenders at any time, without assigning any reason or incurring any liability to the tenderers.
- 5 **Particulars provisional**
The particulars of the Work given in Para-2.7 above and elsewhere in the tender document are provisional. They are liable to change and be considered only as advance information to assist the tenderer.
- 6 **Site visit**
The prospective tenderer is advised to visit the site of work, i.e., park in front of NDCC-II Building at Jai Singh Road, New Delhi, at his own cost, and examine it and its surroundings to collect all information that he considers necessary for proper assessment of the prospective assignment. The costs of visiting the Site shall be at the Tenderer's own expense.
- 7 **Tenderer shall furnish the following:**
- 7.1 **Earnest Money Deposit (EMD)** of Rs.25,140/- (refundable) in the form of Demand Draft drawn in favor of DIG (Works) HQ NDRF payable at New Delhi shall be submitted. EMD of unsuccessful tenderers will be returned after award of the work to the successful tenderer while the EMD of the successful tenderer will be retained as the initial Security Deposit for the Work.
- 7.2 **Letter of transmittal:** The tenderer should submit the letter of transmittal attached with the document in his Letter-head.
- 7.3 **Integrity Pact:** Tenderer shall submit sealed/signed Integrity Pact duly witnessed in plain A4 size paper as per format including the Integrity Pact forwarding letter in his Letter-head as included in the tender document.
- 7.4 **Tenderer's Techno-commercial Eligibility compliance:**
- (a) **Technical capability:** Tenderer shall furnish the following:
- (i) List of all qualifying works of similar nature successfully completed during the last seven years as per Para 3.1 of NIT in Tender Form-2.

- (ii) Particulars of completed works and performance of the tenderer duly authenticated/ certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent should be furnished separately for each completed work in Tender Form-3. Alternatively, the Tenderer may submit similar completion/ performance certificates from which all requisite particulars may be extracted for Techno-Commercial Eligibility Evaluation. All documents in support of tenderer's technical/work experience shall be duly notarized by a Public Notary.

(b) **Financial capability:** Tenderer should furnish the following:

- (i) Annual financial statement for the last three years in Tender Form-4 which will be certified by a Chartered Accountant

Audited Balance Sheets and Profit and Loss Statements in support of tenderer's Financial capability shall be submitted duly notarized by Public Notary.

- (c) Any other documents, undertaking, declaration/affidavits etc. stipulated in the tender document.

8 Submission of tender:

- 8.1 The Tenderers shall submit their tenders **ONLINE in two-bid system** which shall include the duly filled Tender Forms 1 to 4 in the prescribed format including all other relevant documents and testimonials forming part of Techno-commercial tender.

The tenders shall be submitted **ONLINE** in separate two-packet system as under:

Cover-1 (Techno-commercial Bid) containing

- (i) Refundable Earnest Money Deposit of Rs. 25,140 (Rupees Twenty Five Thousand one forty Only) in specified form.

Techno-commercial Bid (Cover-1) without the tender fee and EMD shall be rejected outright and not processed any further.

- (iii) Letter of transmittal in Tenderer's Letter-head as per proforma given the tender document.

- (iv) Techno-commercial bid Document including:

- (a) Tender Forms 1 to 4 including documentary proofs/ testimonials in support of tenderer's qualification of the Techno-commercial Eligibility Criteria as per the tender document.

- (b) Downloaded copy of the tender document including the various other documents forming part of the submittals of the tenderer duly sealed and signed on every page by the person authorized to sign the tender.

The words "Techno-Commercial Bid" shall be clearly superscribed on Cover-1.

Cover - 2 (Price Bid) containing

Price Bid duly filled in, sealed and signed by the person authorized to sign the tender.

The words "Price Bid" shall be clearly superscribed on Cover-2

Note:

- (i) Cover-2 shall be opened, for those tenderers qualifying the Techno-commercial bids, on the date, time & place to be intimated separately.

EMD will be placed in a bigger cover (envelope) which will be superscribed with the Name of Work and the NIT No. and the tender closing date & time and it should reach the office of the tender inviting authority, i.e., **Dy. Inspector General (Works), HQ DG NDRF, 6th Floor, NDCC-II Building, Jai Singh Road, New Delhi-110001** before 24 Hrs of Tender opening.

EMD sent by post/courier must be sent under registered cover so as to reach the tender submission place before the due closing date and time. NDRF will not be responsible for delay in receipt of the EMD.



9 **Opening of Tenders:**

The Technical tenders shall be opened on at the office of the tender inviting authority.

10 **Evaluation Procedure**

10.1 The tender submitted shall become invalid if:

- i) The tenderer is found ineligible to meet the eligibility criteria
- ii) The tenderer does not submit all the documents as stipulated in the tender document.
- iii) The tenderer does not deposit valid Earnest Money Deposit instruments in original on or before the last date and time of submission of the tenders.
- iv) If the tenderer quotes nil rates against any item in item rate tender or does not quote any percentage above / below or at Par on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

10.2 The details submitted by the tenderers will be evaluated in the following manner:

Tenders of the tenderers containing valid Earnest Money Deposit instruments will be scrutinized for meeting the Techno-commercial eligibility criteria laid down in para 3 of the Notice Inviting Tender in respect of tenderer's organization, establishment, statutory and other requisite registrations and certificates etc.; experience of similar works completed, financial turn over etc. and the tenderer's eligibility for the work will be determined.

The department, however, reserves the right to restrict the list of such qualified tenderers to any number deemed suitable by it.

10.3 Even though any tenderer may satisfy the above requirements, he would be liable to disqualification if he has:

- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document,
- (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

11 **Opening of Price Bid**

After evaluation of Techno-commercial Eligibility Tender, a list of short-listed agencies will be prepared. Thereafter the Price Bids of only the qualified and technically acceptable tenderers shall be opened at the notified time and date. **The tender shall remain valid for 60 days from opening of techno-commercial bids.**

12 **Award criteria**

12.1 Tender shall be awarded on the "Least Cost" basis.

12.2 The Employer reserves the right, without being liable for any damages or obligation to inform the tenderer, to:

- (a) Amend the scope and value of contract to the tenderer.
- (b) Reject any or all the tenders without assigning any reason

12.3 Any effort on the part of the tenderer or his agent to exercise influence or to pressurize the Employer would result in rejection of his tender. Canvassing of any kind is prohibited.

12.4 The competent authority reserves to himself the right of accepting the whole or any part of the tender and the successful tenderers shall be bound to perform the same at the rate quoted.

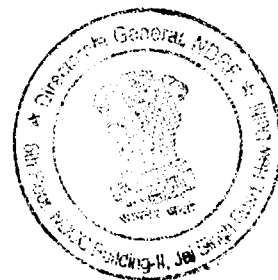
13 The Tenderer shall not be permitted to tender for works in the NDRF Unit responsible for award and execution of contracts, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the NDRF. Any breach of this condition by the tenderer would render him liable to be removed from the tendering process.



him and who are near relatives to any officer in the NDRF. Any breach of this condition by the tenderer would render him liable to be removed from the tendering process.

- 14 No Engineer or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the State Government/ State Department Undertaking is allowed to work as contractor for a period of two year after his retirement from Government service, without the prior permission of the concerned State Government in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the State Government as aforesaid before submission of the tender or engagement in the contractors' service.

-XXXXX-



SPECIAL CONDITIONS

1. SCOPE OF THE WORK:

The scope of work shall include items as per Bill of Quantities (BOQ) accompanying the Price Bid and instructions of NDRF.

The brief scope of work shall be generally as given hereunder, but not limited to the wordings of Items provided in the BOQ for the work.

The work shall be governed as per site requirement. The work is to be done on item rate basis including supply of Labour, requisite/specified tree & Plants, consumables including manures, pesticides, insecticides, fungicides, weedicides etc., dressing, cutting, plantation of specified trees and plants etc. including watering etc., tools and tackles, water pipes, drums, sprinklers as required including their site transportation, handling, stacking, and storing as required for completion of works to the satisfaction of NDRF. The work shall be completed strictly as per Bill of Quantities, specifications and instructions of NDRF. Contractor is required to repair any damage caused during execution of work at the work site and restore to the original condition by plastering/painting etc. of the existing structures etc., matching with the original work. Items of work have been clearly described in the BOQ. If any detail though not specifically mentioned but is required for the completion of the work, item shall be executed by the contractor within the quoted rates.

2. QUOTED RATES:

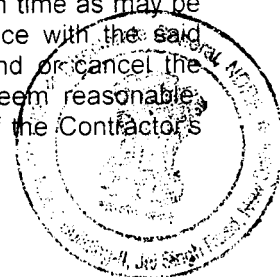
- 2.1 Shall include all costs including trees, Plants, manures, pesticides, insecticides, and fungicides etc., transportation of material to and fro from the site as and when required. Nothing extra is payable on this account. Transportation of any wastage, exchange of rejected /defective / surplus material etc. shall have to be arranged by the contractor at his own risk and costs. Also, any material brought inside or taken out of the premises shall have necessary prior permission of the Employer to do so.
- 2.2 Shall include all taxes, duties, cess, levies and royalties etc. but excluding GST. GST shall be paid extra as applicable. The rates shall also be deemed to cover working under any adverse conditions that may be required at the convenience of the occupants and under the supervision of the contractor. The rates shall also be deemed to include cost towards all essential/contingent works, tools and tackles and any other material that may have to be taken up for the effective completion of this contract.
- 2.3 The quoted rates shall include costs of prompt disposal of debris/ waste grass, weeds, bushes, broken earthen pots, dry leaves, fallen tree/plant branches including the dismantled un-serviceable old material generated during execution of the work etc. to the dumping area, after getting the same checked by the concerned NDRF official. If such waste/debris is not removed from the premises within the prescribed period, the same shall be got removed by another agency at the cost and risk of the contractor. Dumping area would mean MCD garbage bin or any such suitable disposal area to be identified by the Contractor and shall include all lead and lift and shall not encumber on municipal land not intended for such dumping. The decision of the NDRF shall be final and binding on the contractor in this regard.
- 2.4 Shall include all applicable wages to malis (semi-skilled), skilled mali, other labour and the supervision costs needed during the execution of any item and contractor shall deploy experienced skilled mali on full time basis who should be able to take instructions, ensure full presence of workmen at sites and carry-out the day to day jobs smoothly. Nothing extra shall be paid on this account.
- 2.5 Income Tax plus duties, cess at the prevailing rate as applicable from time-to- time shall be deducted from Contractor's bills as per Income Tax rules and quoted rates shall be deemed to include this.
- 2.6 NDRF shall deduct all the applicable TDS for taxes, duties and cess etc. which the contractor is liable for payment against the contract
- 3 The work shall be carried out in workmen like manner and the workers of Contractors will adhere to Site Office instructions/ tender norms while inside the premises. They shall also restrict their movement to their place of work only. They shall maintain their work activities with

due regard to the convenience of the occupants at all times, along with the various statutes that need to be observed while working within public premises. The workmen shall work in close co-ordination of any other agencies working at site. This shall be adhered to at no extra cost.

4. The contractor shall be responsible for any injury caused to persons, animals or things (fittings/fixtures/furnishings etc.) any damage caused to any property of NDRF or other occupants etc., which may arise from the operations or neglect of any person of the contractor's team or any person engaged by him for any purpose related to the execution of this contract. This clause shall include inter alia, any damage to buildings, roads, streets, footpaths etc. adjacent to or otherwise to the premises. The contractor shall indemnify NDRF of all liabilities arising out of his operations in any way under any acts of the Government and also in award of any compensation or damaged consequent upon any claim arising out of the above. The contractor shall further make good all damages caused thus either to NDRF or any third party.
5. The Contractor shall indemnify NDRF under Workmen's Compensation Act, Personal Injuries Act, Insurance Act etc. and or other Industrial Legislation in force from time to time. The contractor shall be responsible for any violation/non-compliance of the Labour Laws and NDRF shall stand indemnified against any claim or compensation of whatsoever nature in this regard.
6. In the event of any accident occurring during the course of work, which may result in any mishap, injury to person(s), the responsibility of settlement of their claims, medical treatment etc. will fully rest with the contractor and expenditure incurred thereon will be borne entirely by the contractor. NDRF shall be totally indemnified of any liability whatsoever.
7. **Scope of supply:** All materials required for the completion of the Work are to be supplied by the Contractor unless mentioned otherwise. All plants/saplings/seeds etc. shall be provided by the contractor. All requisite earth cutting/filling work, Labour, pesticides, manure, gudai etc. is included in the scope of work at the cost of tenderer.
8. Contractor shall make his own arrangements for Water and Power required for the Work. NDRF may provide such facilities on chargeable basis if excess provisions of those exist with NDRF. The contractor shall not tap any fire hydrant /water point/ electrical point before obtaining prior approval of the NDRF. Water and electricity shall be made available at specified locations as per the decision of NDRF, subject to availability and the contractor shall make his own arrangement for distribution of water and power by use of pipes / cables etc.
9. **Payment of wages of labour by the contractor:** The Contractor shall pay to the Labour engaged by him in connection with work directly wages not less than the minimum fixed by the Delhi Government under Minimum Wage Act, 1946, as amended and shall duly and properly comply with or ensure compliance with all legislation laws, rules or regulations relating to the Employment of Labour. The Contractor shall be liable for any damage or loss caused to the Employer by violation of the provision of this clause. Any violation of this clause also is deemed to be breach of Contract. If the Employer is called upon to make any payment towards wage etc. of the Labour employed by the Contractor, the same will be done from the outstanding payment or against pending future bills of the Contractor.
10. **Payment terms:** The contractor shall submit his/her bills in Triplicates to the Engineer-in-Charge of NDRF for the work, who, after due verification, scrutiny and recommendation will process the same for release of payment. The Payment shall be released after necessary deductions of security, prevalent taxes, cess & absenteeism, duly certified by the Engineer-in-Charge. The payable amount will be released through e-payment system only in the bank account of Contractor. Maximum 2 nos bills will be allowed under the contract.
11. **Mode of measurement:** The mode of measurements will be as in the given specifications. If not available in specifications, then the C.P.W.D specification / I.S codes/ standard engineering practice for measurements of work shall be followed.
12. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by Arbitration by a sole arbitrator to be nominated by the DG - NDRF. The provisions of Arbitration & Conciliation Act – 1996 as amended upto date, shall apply to such arbitration proceedings.

The venue of Arbitration shall be New Delhi.

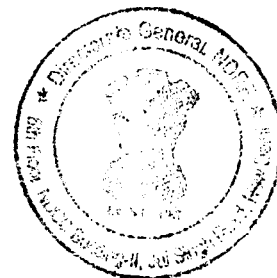
13. **Compliance with labour/industrial laws:** The contractor is responsible for compliance of the points given below under this contract:
- 13.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952 in case his operation falls under the purview of the said act.
- 13.2 It shall be the sole liability of the contractor to obtain and to adhere by all necessary licenses/ permissions from the concerned authorities as provided under the various Labour legislations including the Labour license obtained as per the provisions of the contract Labour (Regulation & Abolition) Act 1970.
- 14 The contractor shall ensure the regular supervision and control by the contractor himself or by his supervisor on the personnel deployed by him/her for the works and necessary direction should flow from the contractor/ supervisor to his workforce for undertaking the contractual obligations.
- 15 **Order of precedence:** In case of ambiguity in Description of Item in the Bill of Quantities/General Conditions/ Special conditions/Letter of award, the following order of precedence shall prevail:
- Details in the Letter of Award along-with statement of Agreed Variations and its enclosures and any corrigendum/addendum., Bill of quantities, specifications, Special Conditions, General Conditions of Contract.
16. **Extra items/substituted items:** In respect of any Extra/Substituted/ items ordered to be executed; the rates payable shall be derived as under:
- 16.1 If the rates for the additional, altered or substituted work are specified in the Contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
- 16.2 If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rates for similar class of work as are specified in the Contract for the work. The opinion of the NDRF, as to whether or not the rates can be reasonably so derived from the items in this Contract will be final and binding on the contractor.
- 16.3 If the rates for altered, additional or substituted work which cannot be determined in the sub-clause (1) and (2) above, same shall be worked out on the basis of the market rates for materials, carriage and Labour for the work by adding 15% as Contractor's Profit which will be inclusive of incidental charges and overhead costs. For this purpose, the coefficient for Labour, wastage and material shall be adopted from the CPWD analysis of rates/ standard schedule of rates as decided by the NDRF. If the item does not exist in CPWD analysis of rates/ standard schedule of rates, the coefficient for Labour, wastage and material shall be adopted as per standard engineering practice by the NDRF which will be final and binding on the contractor.
17. **Inspection of the work:** The work is subject to inspection at all times by the Engineer-in-Charge/NDRF. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the terms, conditions, specifications of this tender. The contractor is advised to take the prior approval of all the materials used for this work.
18. **Security:** The contractor shall have total responsibility for all equipment and materials in his custody, stores issued, semi-assembled and/or erected by him at site. All materials of the contract shall enter or leave the site only with the written permission of NDRF official.
19. **Termination of Contract:** In the event Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any orders given to him in writing by the NDRF or on behalf of the NDRF within the scope of the contract, or shall contravene the provisions of the contract, then NDRF may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention compliance within such time as may be deemed reasonable not exceeding 15 days and in default of the compliance with the said notice, the NDRF without prejudice to the right under contract, may rescind or cancel the contract holding the Contractor liable for the damages that NDRF may deem reasonable. NDRF shall have the option and be at liberty to take the work in part out of the Contractor's



hand and may complete the work envisaged in the contract either departmentally or may re-contract at a minimum possible price with any other person/agency at the risk & cost of contractor and the amount so incurred shall be recoverable from his dues for this work or any other work done by him or from the security deposit with NDRF.

20. **Security Deposit:** 5% (five percent) amount (inclusive of adjustment of the EMD) of contract value shall be retained as Security Deposit from the contractor's bill and the same is to be released after successful expiry of 'Defect Liability Period' of one year from the completion date recorded by NDRF.
21. **Force Majeure:** Neither party shall be held responsible by the other for breach of any condition of this contract attributable to any 'Act of God', 'Act of State', strike, lockout, sabotage, droughts, epidemics, riots and civil commotion, war, emergency, earthquakes, floods, lightening, embargo or any other reasons beyond the control of the parties and any breach of clause arising from such Force Majeure Conditions as aforesaid shall not be regarded as a breach of the provision of this contract.

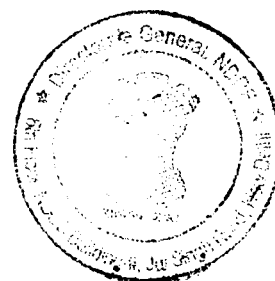
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SPECIFICATIONS

1. Works shall be generally carried out as per CPWD specifications (latest edition)
2. Pesticide, wherever used, should be of approved standard quality & brand with recommended composition and they shall comply to the respective Indian Standard Specifications.
3. The trees/plants/ hedges etc., should be kept healthy & free from worms, infections.
4. The work should be completed in good engineering/ horticultural practice: neatly dressed, set, and cut to enhance the environment.
5. The watering to plants, hedges & grass shall be done on regular basis as per requirement to ensure their healthy life.
6. The area should be maintained free of foreign material, wastes, unwanted growth, shrubs, waste grass, weeds etc.
7. The required quantity & quality of pesticides shall be used to maintain the work free of infections.
8. Geru Powder/ white lime as required shall be provided and used by the contractor within quoted rates, wherever required.
9. Contractor shall plant the tress/hedges etc. as required complete with Labour & incidentals within quoted rates.
10. The contractor shall be responsible for the safety & healthy growth of newly planted/ existing plants and shrubs, if any. Any replacement required shall be done by contractor with-in quoted rates.
11. The contractor shall be responsible for dressing & cutting/ setting of existing plants and hedges, if any, around blocks within his quoted rates.
12. The contractor may advise NDRF for needed horticultural development work beyond the scope of contract. If agreed, NDRF may get the same done from him on competitive negotiated rates by reimbursing cost of plants and Labour, cartage plus 15% towards profits and overheads.

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PROFORMA & TENDER FORMS



LETTER OF TRANSMITTAL

To,

**Dy. Inspector General (Works),
HQ DG NDRF, 6th Floor, NDCC-II Building,
Jai Singh Road, New Delhi-110001**

Reference: NIT No: _____, Dated: _____

Dear Sir,

We refer to your tender document for **Beautification of NDRF Park in front of NDCC-II Building, Jai Singh Road, New Delhi.**

We have read and understood the contents of the tender document and hereby submit our tender.

We confirm that we satisfy the eligibility criteria set out in the relevant sections of the tender document. The duly attested and certified documents establishing that we satisfy each of the eligibility criteria, are enclosed.

This tender is unconditional and unqualified. We agree and undertake to abide by all the terms and conditions of the tender document without any deviation at all.

All information provided in our Tender and Forms and Statements are true and correct and all documents accompanying this tender are duly certified true copies of their respective originals.

This statement is made for the express purpose of providing the required information to ultimately participate in the tender for selection process of shortlisted tenderers.

We confirm that the information contained in this tender or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the Employer are true, accurate, verifiable and complete. This tender includes all information necessary to ensure that the statements herein do not, in whole or in part, mislead the Employer in its selection process.

We hereby authorize the Employer to approach individuals, employers, firms and corporation to verify our competence and general reputation.

We fully confirm and agree that on verification of our submitted documents, if it is found that any information provided by us is found to be misleading, which would unduly favour our Firm/Company in the tender evaluation process, we are liable to be eliminated from the selection process or termination of the Contract during the Contract period.

We further undertake to provide additional information or document(s), if any, sought by the Employer during the tender evaluation process.

We hereby confirm and agree that the Employer shall, without any limitations, have the right to utilize any and all the information, provided along with this tender or provided later at the request of the Employer, can be shared with the Advisors, Agents and Officers of the Employer.

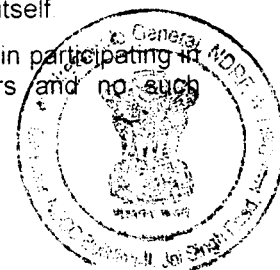
We understand that we are liable to be eliminated from the tender evaluation process if any association is revealed that may give rise to conflict of interests.

We acknowledge the right of the Employer to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We declare that we have examined, and have no reservations about the tender document, including any addendum/corrigendum etc., if issued by the Employer later.

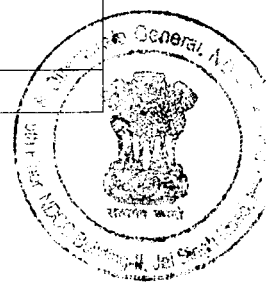
We, hereby irrevocably waive any right which we may have at any stage in law or otherwise to challenge or question any decision taken by the Employer in connection with the evaluation and qualification of interested parties or in connection with the selection/ tendering process itself

We confirm that we have no disqualification, nor we have been debarred or blacklisted in participating in tendering processes by any Authority or Court of Law during the past 3 years and no such disqualification is subsisting.



TENDER FORM-1**ORGANIZATIONAL INFORMATION**

Sl. No.	Description	Details
1	Name and Address of the Tenderer	
1.1	Name of the Tenderer:	
1.2	Address of the Tenderer	
1.2.1	Registered office/ Head office Address:	
1.2.2	Tender dealing office/ branch office Address:	
2	Legal status of the Tenderer	
2.1	Whether the Tenderer is a Proprietary Firm/ Partnership Firm/ Limited Company/ Corporation (attach copies of original document defining the legal status in case of Proprietary Firm/ Partnership Firm)	
2.2	Corporate Identity Number issued by the Registrar of Companies (ROC) in case of Limited Company/ Corporation: (attach Certificate issued by ROC along with MOA & AOA of the company)	
2.3	Tender signing official of the Tenderer (attach authorization letter/ Power of Attorney in favour of the tender signatory)	
2.3.1	Name of the Authorized official:	
2.3.2	Designation of the Authorized official:	
2.3.3	Telephone/Mobile Phone Nos.	
2.3.4	Fax No.	
2.3.5	E-mail address (Mandatory)	
3	Details of Tender Fee submitted	
3.1	Earnest Money Deposit (EMD) (attach original Demand Draft)	Amount: DD No.: In favour of:
	The following Requirements are mandatory and shall be filled by the Tenderer. Incomplete submissions will not be accepted. (Columns left blank, if any, will be treated as Nil and the application will be processed accordingly)	
4	Whether the Tenderer has been blacklisted or debarred by any Govt. department in the last three years period preceding submission of the tender	Yes / No*
4.1	If Yes, furnish the details	
5	Whether any work awarded to the Tenderer has been terminated during last three years on the ground of unsatisfactory performance	Yes / No*
5.1	If Yes, furnish the details	
6	In case the response to 4.0 and 5.0 is "NO" then the Tenderer shall submit an Affidavit declaring the same.	Undertaking submitted Yes / No*
7	Mandatory Registration Number/ Details of	



Sl. No.	Description	Details
	the Tenderer: (Photocopy of supporting documents to be enclosed)	
7.1	Goods & Service Tax (GST) Registration Number:	
7.2	Permanent Account Number (PAN):	
7.3	EPF Registration Number [#] :	

* Strike-off whichever is not applicable.

In case the tenderer is not registered with EPFO, an undertaking to get himself registered with EPFO in case the work is awarded to him, shall be submitted along with the tender.

I hereby confirm that the details furnished above are true to the best of my knowledge.

**Signature, Name & Designation
of authorized person of Tenderer
(Please affix Seal)**



TENDER FORM-2

**DETAILS OF QUALIFYING WORKS OF SIMILAR NATURE COMPLETED DURING THE
LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDERS**

Sl. No	Name of work and location	Owner of sponsoring organization	Cost of work (Rupees in Lakh)	Date of commencement as per Contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending in progress with details*	Name and address / telephone number of officer to whom reference may be made	Remarks

Instructions for filling up the form:

- 1) Tenderer to state only the requisite number of qualifying works as per the Techno-Commercial Evaluation Criteria.
- 2) Work Order / Contract copy and completion certificate to be enclosed duly notarized
- 3) * Indicate gross amount claimed and amount awarded by the Arbitrator.

**Signature, Name & Designation
of authorized person of Tenderer
(Please affix Seal)**



TENDER FORM-3**PERFORMANCE REPORT OF WORKS REFERRED TO IN TENDER FORM-2**

1.	Name of Contractor:	
2.	Name of work/project & location:	
3.	Scope of Work ¹	
4.	Agreement/Work Order no.:	
5.	Tendered cost:	
6.	Actual Completion Cost:	
7.	Date of start:	
8.	Date of completion:	
	i) Stipulated date of completion:	
	ii) Actual date of completion:	
9.	Amount of compensation levied for delayed completion, if any (If levy of compensation not yet decided, it may be mentioned accordingly).	
10.	Amount of reduced rate items, if any:	
11.	Performance Report:	
	i) Quality of work	Very Good/ Good/ Satisfactory/ Poor
	ii) Financial soundness	Very Good/ Good/ Satisfactory/ Poor
	iii) Technical Proficiency	Very Good/ Good/ Satisfactory/Poor
	iv) Resourcefulness	Very Good/ Good/ Satisfactory/Poor
	v) General Behavior	Very Good/ Good/ Satisfactory/Poor

¹ Mention work scope relevant to the completed work concerned

Date:

**Executive Engineer/ Project Manager or Equivalent
of Owner/Sponsoring Organization**



TENDER FORM-4

**CERTIFICATE OF FINANCIAL TURNOVER
FROM CHARTERED ACCOUNTANT
(on CA's Letter-head)**

Financial Analysis - Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Notarized copies of Balance Sheets and Profit & Loss Accounts to be attached).

Name of Tenderer:

Particulars	Financial Year		
	2015-16	2016-17	2017-18
Gross Annual Turnover (Rs. in Lakh)			
Profit / Loss (Rs. in Lakh)			

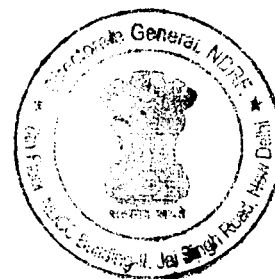
Signature

Name of Chartered Accountant

FRN:

(Please affix Seal)

**Signature, Name & Designation
of authorized person of Tenderer
(Please affix Seal)**



AFFIDAVIT
(No Blacklisting/Debarment/Termination)

I/We here be solemnly declare that our firm / company has not been black listed by the Central Government/ State Government/ or its Undertakings/ Agencies. Further, I/we hereby declare that no work awarded to the us has been terminated during last three years on the ground of unsatisfactory performance.

If any part of this declaration is found untrue at any point of time, then NDRF shall be entitled to take any action against us in this regard in any manner that may be deemed fit by NDRF including forfeiture of the entire amount of earnest money deposit/performance guarantee.

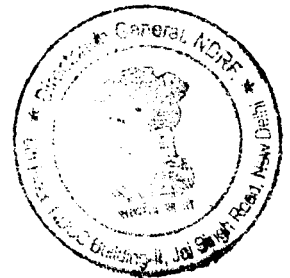
Date:

Place:

Signature, Name & Designation
of authorized person of Applicant
(Please affix Seal)

Notes:

1. Affidavit to be furnished on a Non-Judicial stamp paper worth Rs.100/- and should be Notarized.



INTEGRITY PACT

To,

Subject: NIT No: _____, Dated: _____ for **Beautification of NDRF Park at in front of NDCC-II building, Jai Singh Road, New Delhi**

Dear Sir,

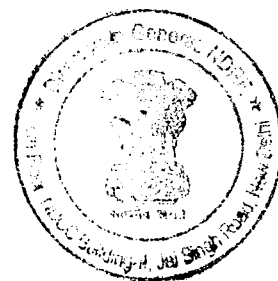
It is here by declared that NDRF is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Tenderer will sign the integrity Agreement, which is an integral part of tender/tender documents, failing which the tenderer/tenderer will stand disqualified from the tendering process and the tender of the tenderer would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NDRF.

Yours faithfully

(K.K. Singh)
Dy. Inspector General (Works)
HQ DG NDRF



INTEGRITY PACT

To,

**Dy. Inspector General (Works),
HQ DG NDRF, 6th Floor, NDCC-II Building,
Jai Singh Road, New Delhi-110001**

Subject: Submission of tender/tender for **Beautification of NDRF Park at in front of NDCC-II Building,
Jai Singh Road, New Delhi** (NIT No: _____, Dated: _____)

Dear Sir,

I/We acknowledge that NDRF is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE TENDER SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the tender document.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/tender is finally accepted by NDRF. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/tender, NDRF shall have unqualified, absolute and unfettered right to disqualify the tenderer/tenderer and reject the tender/tender is accordance with terms and conditions of the tender/ tender.

Yours faithfully;

Place:

Date:

**Signature, Name & Designation
of authorized person of Tenderer
(Please affix Seal)**



To be signed by the tenderer and same signatory competent / authorized to sign the relevant contract on behalf of NDRF Ltd.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this..... Day of..... 2019

BETWEEN

National Disaster Response Force, new Delhi MHA Govt. of India (Hereinafter referred as the '**Principal/Employer**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

through (Name and Address of the Individual/firm/Company)
 through (Details of duly authorized Signatory) (hereinafter referred
 "**Tenderer/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Employer has floated the Tender (NIT No: _____, Dated: _____) (hereinafter referred to as "Tender/Tender") and intends to award, under laid down organizational procedure, contract for **Beautification of NDRF Park at in front of NDCC-II Building, Jai Singh Road, New Delhi** (hereinafter referred to as the "Contract").

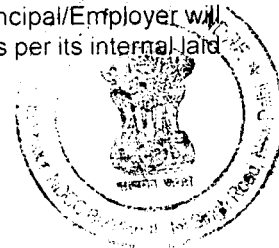
AND WHEREAS the Principal/Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Tenderer(s) and Contractor(s).

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

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

Article 1: Commitment of the Principal/Employer

- (1) The Principal/Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Employer, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to
 - (b) The Principal/Employer will, during the Tender process, treat all Tenderer(s) with equity and reason. The Principal/Employer will, in particular, before and during the Tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential / additional information through which the Tenderer(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid



down policies and procedures.

Article 2: Commitment of the Tenderer(s)/Contractor(s)

- (1) It is required that each Tenderer/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to Principal/Employer all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Tenderer(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Employer's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Tenderer(s)/Contractor(s) will not enter with other Tenderer(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.
 - (c) The Tenderer(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Tenderer(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Tenderer(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Tenderer(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could tender in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (d) The Tenderer(s)/Contractor(s) will, when presenting his tender, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of Principal/Employer's interests.
- (5) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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



- (1) If the Tenderer(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Employer after giving 14 days' notice to the contractor shall have powers to disqualify the Tenderer(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Employer. Such exclusion may be forever or for a limited period as decided by the Principal/Employer.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Employer has disqualified the Tenderer(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Employer apart from exercising any legal rights that may have accrued to the Principal/Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Tenderer/Contractor.
- (3) Criminal Liability: If the Principal/Employer obtains knowledge of conduct of a Tenderer or Contractor, or of an employee or a representative or an associate of a Tenderer or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Employer has substantive suspicion in this regard, the Principal/Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Tenderer declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Tenderer/Contractor as deemed fit by the Principal/Employer.
- (3) If the Tenderer/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Tenderers/Contractors/Subcontractors

- (1) The Tenderer(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Tenderer/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) The Principal/Employer will enter into Pacts on identical terms as this one with all Tenderers and Contractors.
- (3) The Principal/Employer will disqualify Tenderers, who do not submit, the duly signed Pact between the Principal/Employer and the tenderer, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other tenderers, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, of the Principal/Employer.

Article 7- Other Provisions



- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Unit of the Principal/Employer, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Principal/Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

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

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

.....
(For and on behalf of Principal/Employer)

.....
(For and on behalf of Tenderer/Contractor)

WITNESSES:

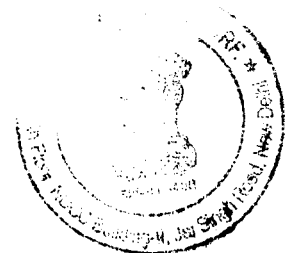
1. (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

-XXXXX-



PRICE BID



PRICE BID

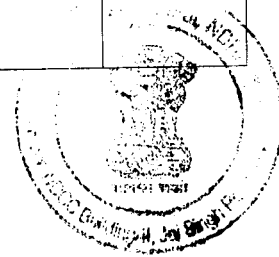
(Item Rate Tender)

for

Redevelopment of existing NDMC park at MHA building, Jai Singh Road, New Delhi

BILL OF QUANTITIES (BOQ)

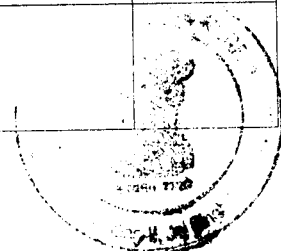
SoQ R No.	DSR (H)- 2018 Code	Description	UoM	Qty	Rate		Amount
					In Figur e	In Words	
		PART-A: SOFT LANDSCAPING WORKS					
1	2.2	Supplying and stacking of good earth at site including royalty and carriage upto 5 km lead complete (earth measured in stacks will be reduced by 20% for payment).	Cum	30.00			
2	2.25	Supplying and stacking of well decayed cattle manure at site including royalty and carriage upto 5 k.m.lead complete (Cattle manure measured in stacks will reduced by 8% for Payment).	Cum	48.38			
3	2.13	Preparation of beds for hedging and shrubbery by excavating 60 cm deep and trenching the excavated base to a further depth of 30 cm, refilling the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8:1 (8 parts of stacked volume of earth after reduction by 20% : one part of stacked volume of sludge or manure after reduction by 8%), flooding with water, filling with earth if necessary, watering and finally fine dressing, leveling etc. including stacking and disposal of materials declared unserviceable and surplus earth by spreading and leveling as directed, within a lead of 50 m, lift up to 1.5 m complete (cost of sludge, manure or extra earth to be paid for separately)	Cum	291.00			
4	2.57	Plantation of Trees, Shrubs, and Hedge at site i/c watering and removal of unserviceable material's as per direction of officer in charge (excluding cast of plant & water)					
4.1	2.57.1	Trees Plant	Each	30			
4.2	2.57.2	Shrubs Plant	Each	4498			
5		Planting best quality pot-grown healthy shrubs of species and height as specified, inclusive of preparation and cultivation of shrub beds as specified in section I. All plants to be approved before planting. Inclusive of maintenance (as specified in section I, item 6.2) One year after planting.					
5.1	1037.2	Supply and stacking of plant Ficus panda of height 90-105 cm. with 10-12 branches and healthy foliage, well formed in cement pots of size 30 cm	Nos.	600			



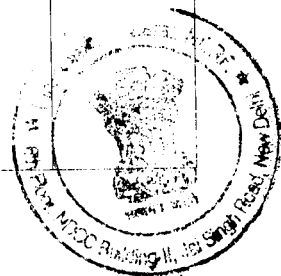
SoQ R No.	DSR (H)- 2018 Code	Description	UoM	Qty	Rate		Amount
					In Figur e	In Words	
5.2	1037 6	Supply and stacking of plant Hamelia patens of height 90-105 cm. bushy in big size HDPE bags as per direction of the officer-in-charge.	Nos.	400			
5.3	1040 6	Supply and stacking of plant Tabernaemontana coronaria (Chandni single) variegated of height 105-120 cm., multibranched, bushy in big size HDPE bag Each 110.00	Nos.	400			
5.4	1041 2	Supply and stacking of plant Tecoma gaudichaudi of height 90-105 cm	Nos.	200			
5.5	1039 4	Supply and stacking of plant Nerium oleander (kaner) dwarf of height 30-40 cm. in earthen pot of size 20 cm	Nos.	600			
5.6	1038 2	Supply and stacking of plant Hibiscus variegated of height 60-75 cm. with 8-10 branches and healthy variegated foliage in cement pots of size 35 cm Each.	Nos.	600			
5.7	1039 8	Supply and stacking of plant Plumbago Capensis well developed with fresh and healthy 30 to 45 cm ht., with bloom in 20 cm Earthen Pot/Plastic Pot	Nos.	400			
5.8	Non DSR	Supply and stacking of plant Lantana Depresa well developed with fresh and healthy 30 to 45 cm ht., with bloom	Nos.	300			
5.9	1006 0	Providing of Livistona Palm plant, having ht. 60 cm to 75 cm, well developed with 8 to 10 leaves, fresh & healthy foliage in 30 cm size of Earthen pot / Plastic pot.	Nos.	175			
5.10	1043 1	Quisqualis indica plant of height 30 cm to 45 cm. in 20 cm size of Earthen pots / Plastic pots.	Nos.	24			
5.11	1042 9	Passiflora caerulea (Rakhi bel) plant of height 30 cm to 45 cm. in 20 cm size of Earthen pots / Plastic pots.	Nos.	24			
5.12	Non DSR	Washing Tomia Palm Height - 3 M	Nos.	10			

PART-B: ALLIED CIVIL WORKS

6	2.8.1	Earth work in excavation by manual means in trenches or drains including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m: All kinds of soil.	Cum	12.63			
7	2.25	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	Cum	3.75			
8	4.1.5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level in 1:3:6 (1 cement : 3 coarse sand (zone-III): 6 graded stone aggregate 20 mm nominal size)	Cum	3.50			
9	6.1.1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	4.00			



SoQ R No.	DSR (H)- 2018 Code	Description	UoM	Qty	Rate		Amount
					In Figur e	In Words	
10	13.1.2	12 mm cement plaster on the fair side of brick wall/ on concrete surface, of mix: 1:6 (1 cement: 6 fine sand)	Sqm	18.00			
11	8.2.2. 2	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite of any colour and shade - Area of slab over 0.50 sqm	Sqm	6.40			
12	8.3.2	Providing edge moulding to 18 mm thick marble stone counters, Vanities etc., including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in-Charge - Granite Work	Mtr	31.00			
13	13.48 A.1	Finishing walls with 100% Premium acrylic emulsion paint having VOC less than 50 gm/litre and UV resistance as per IS 15489:2004, Alkali & fungal resistance, dirt resistance exterior paint of required shade (Company Depot Tinted) with silicon additives: New work (Two or more coats applied @ 1.43 litre/10 sqm. Over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm.	Sqm	18.00			
14	13.61. 1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work	Sqm	23.00			
15	10.16. 3	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete - Electric resistance or induction butt welded tubes	Kg	380.00			
16	9.50	Providing and fixing hard drawn steel wire fabric 75x25 mm mesh of weight not less than 7.75 Kg per sqm to for defining Lettering outline and priming coat with approved steel primer all complete.	Sqm	31.50			
17	10.27. 5	Providing and fixing carbon steel galvanised (minimum coating 5 micron) dash fastener of 10 mm dia double threaded 6.8 grade (yield strength 480 N/mm2), counter sunk head, comprising of 10 mm dia polyamide PA 6 grade sleeve, including drilling of hole in frame , concrete/ masonry, etc. as per direction of Engineer-in-charge: 10 x 160 mm	Each	56.00			

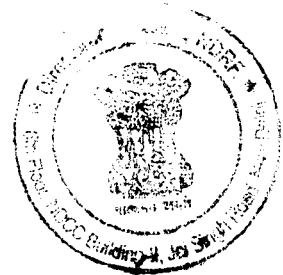


SoQ R No.	DSR (H)- 2018 Code	Description	UoM	Qty	Rate		Amount
					In Figur e	In Words	
18	16.3.3	Supplying and stacking at site - 53 mm to 22.4 mm size stone aggregate	Cum	2.50			
19	16.3.6	Supplying and stacking at site - Stone screening 13.2 mm nominal size (Type A)	Cum	1.25			
20	Non DSR	Supplying, and laying Futaba 4 hole brass spray misting nozzle gardening sprinklers with necessary piping and valves - 3 nos sprinlers per lot laid in ground complete as directed	Lot	2.00			
21	Non DSR	Supplying and placing in position GFRC statuette of "Helping Hand" motif each 700mm wide and exposed 500mm above the ground level and leggs protruded into the supporting ground as per detailed drawing complete as directed	Each	215.00			

PART-C: ELECTRICAL WORKS

22	Non DSR	Bollard Light - 1045mm with Led Bulb(18W-Philips or Eq.)	Each	28.00			
23	Non DSR	Landscape light - With IP certified(13W-Philips or equivalent)	Each	18.00			
24	Non DSR	Underground Armoured Cable - 3core 1.5mm	Mtr	148.00			
25	Non DSR	ELCB - 100amp with Box	Each	2.00			
26	Non DSR	Labour charge for Bollard & Landscape Light Fitting with base	Each	70.00			
27	Non DSR	Labour Charge for Underground cabling with MCB fitting (Digging and Filling with complete work.)	Mtr	150.00			
		TOTAL					

**Signature, Name & Designation of authorized person
with complete address of Tenderer
(Please affix Seal)**



INSTRUCTION TO BIDDERS (ITB)

INSTRUCTION FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal at <http://eprocure.gov.in/eprocure/app>, 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>

1. REGISTRATION

- 1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Bidder Enrolment on the CPP Portal is free of charge.
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 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.
- 1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 1.5 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 DSCs to others which may lead to misuse.
- 1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

2. SEARCHING FOR TENDER DOCUMENTS

- 2.1 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.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.3 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 (Toll Free No. 18002337315)

4. PREPARATION OF BIDS

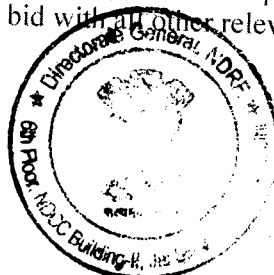
- 4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.



- 4.2 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.
- 4.3 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" 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.

5. **SUBMISSION OF BIDS**

- 5.1 Bidder should log into the site well in advance for bid submission so that he/she 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.
- 5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5.4 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 Tender Processing Section, latest by the last date & time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5.5 Price Bid Format is provided in a standard BoQ format(.xls File) which has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file template is found to be modified by the bidder, the bid will be rejected.
- 5.6 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.
- 5.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by 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.
- 5.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.9 Upon the successful and timely submission of bids, 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.



- 5.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- 6.1 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.
- 6.2 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 233 7315.
- 6.3 For any queries, the bidders are asked to contact through e-mail: hq.ndrf@gov.in or by phone: 011-24363265 or CPPP toll free no. 1800-233-7315.

