

**CAMPUS OF OPEN LEARNING
C-2 KESHAV PURAM
UNIVERSITY OF DELHI
DELHI – 110 035**



TENDER DOCUMENT

**HORTICULTURE WORK AT KESHAVPURAM
CENTRE OF CAMPUS OF OPEN LEARNING, DELHI**

Date of issue of Tender Document	08/11/2017
Bid uploading start date and time	08 /11/2017 at 5.00 p.m
Last date and time for uploading of bid	29/11/2017 at 3.00 p.m
Last Date & Time for physically submitting required original EMD and other documents	29/ 11/2017 at 3:00 p.m
Date & Time for opening of technical bid	01 /12/2017 at 2:00 p.m

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SECTION- I

**CAMPUS OF OPEN LEARNING
C-2 KESHAV PURAM
UNIVERSITY OF DELHI
DELHI – 110 035**

Officer on Special Duty, Campus of Open Learning, , University of Delhi invites tenders under Two Bids System (Technical and Financial) for the Work of Maintenance of Garden & Horticulture Work at Campus of Open Learning, C-2, Keshav Puram Delhi -110035

Item	Details / Date
EMD	Rs.6000/-
Bid Uploading Start Date and Time	08/11/2017 at 5:00 p.m
Bid Submission End Date	29/11/2017 at 3.00 p.m
Bid Opening Date	01/12/2017 at 2:00 p.m

Notes:

- i. All details regarding the subject tender are available on our websites www.col.du.ac.in and <https://eprocure.gov.in/eprocure/app>. Bidders are therefore, requested to visit our websites regularly to keep themselves updated.
- ii. **Manual bids shall not be accepted.**
- iii. For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>.
- iv. EMD should be in the form of Account payee draft in favour of Registrar, Delhi University payable at Delhi and valid beyond 45 days of bid validity period and should reach the COL, C-2 **Keshav Puram, Delhi -110035 on or** before the last date and time of bid submission failing which offer will be liable for rejection. Bidders, however have to upload scanned copy of EMD along with their other document.
- v. Clarifications/ queries, if any, can be addressed to the OSD, COL C-2, Keshav Puram, **Delhi-110035** telephone no. 011-27181469.

OSD, COL

SECTION - II

SCOPE OF WORK

Nature of work: Maintenance of Garden and Horticulture work in Campus of Open Learning, Keshav Puram premises Delhi.

1) **‘Garden’** means all the areas enclosed by four side fence.

2) **Regular Maintenance**

2.1 Maintenance of Lawn area:

The Maintenance of entire lawn including weeding, trimming and pruning of grass by mowing of grass using grass cutting machines, top dressing, checking of grass, using manure, fertilizers, spraying of insecticides, pesticides, fungicides, sweeping and watering etc throughout the year and other works related to horticulture as per need from time to time.

2.2 Maintenance of Nursery:

The Maintenance of nursery and potted plants including works like weeding, hoeing, watering, mixing of manure and fertilizer, use of plant tools, spraying of insecticides, pesticides, fungicides etc. and preparation of seedlings by sowing of seeds, bulbs, rhizomes, cuttings, grafting, layering, etc. and plantation of seedlings in pots and shifting of potted plants as and when required during meetings, seminars, visits of VIP etc.

2.3 Maintenance of trees, shrubs, creepers and hedges, Maintenance of trees, shrubs, creepers and hedges by manuring, watering, pruning, trimming, replacement of old dead by new ones and preparation of circular kiaries around the trunk of trees. Any gap on fences, hedges or elsewhere will have to be filled up within a week.

2.4 Designing, preparation and maintenance of flower beds and fence tops

Flower beds of seasonal annual flowering plants at different locations in the lawn of COL campus and fence tops are to be prepared and maintained.

2.5 Removal of waste from the campus

Removing the dead leaves, cleaning the area including disposal of waste and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding red soil and manure to the roots of the plants wherever necessary;

2.6 Replacement of plants

Replacing all the dead, diseased plants, vacant patches anywhere in the campus including the potted ones as when and where it occurs. Broken pots should be replaced with new ones by the Contractor.

2.7 Other (seasonal) Maintenance:

- 2.7.1** Pruning, cutting and dressing bushes and plants: pruning should be done at regular intervals, strictly ensuring no damage to the beauty & aesthetics of the hedges & plants on all sides.
- 2.7.2** Mow and prune the grass everywhere whenever required or at least once in a month by keeping it aesthetically decent.
- 2.7.3** Planting of at least 400 seasonal flower plants like marigold, dahlia, zinnia etc. in each of the three seasons in a year at the places as may be decided by OSD, COL.
- 2.7.4** Apply Insecticides / Pesticides to control pests and cure the insect infections. Organic pesticides like Neem oil can be sprayed periodically to prevent & cure contamination.
- 2.7.5** Provide suitable and seasoned bio-manure / gobar / compost / fertile red soil to the plants as and when necessary or at least twice a year. Vermiculture may be done in the garden to make the soil more fertile.
- 2.7.6** Erosion of soil on any part of the garden due to rain or for whatsoever reason will have to be filled up with good red soil and leveled.
- 2.7.7** The contractor shall thoroughly clean the dust and dirt, debris etc., and remove all the scaffoldings and other materials used for the works away from the site and keep the site free from all the above.
- 2.7.8** Total quantity of manure like cow dung, urea etc; pesticides; insecticides; fungicide required for the protection of plants and to control probable disease shall be arranged by the contractor at his cost.

SECTION III

GENERAL TERMS AND CONDITIONS

A. GENERAL

3.1 General Terms of Bidding

- a) The bid should be submitted in the format exactly as per Appendix A-1 and Appendix A-2. The amount should be indicated in words and figures clearly in Appendix A-2.
- b) Bidders shall bear all costs associated with the preparation and submission of bid. COL shall not in any case be responsible or liable for these costs.
- c) The bidders are advised to visit the site at COL, C-2, Keshav Puram, Delhi and make him thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish and see the present condition of sites before submitting the tender on any working day between 10 A.M to 5 P.M. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved.

3.2 ELIGIBILITY/QUALIFICATION OF BIDDERS

The bidder should have

- 3.2.1 Certificate of Registration with Labour Department, Government of NCT Delhi.
- 3.2.2 Certificate of Registration with office of the Regional Provident Fund Commissioner.
- 3.2.3 Certificate of Registration with employees State Insurance Corporation.
- 3.2.4 Certificate of Registration for GST
- 3.2.5 PAN Number.
- 3.2.6 Proof of having achieved average annual financial turnover Rs.2 lakh in the previous three financial years ending 31 March, 2017.
- 3.2.7 The bidder should have the experience of completion of three similar works in any of Central Government Ministry or Departments/Autonomous Body/Public Sector Undertakings of the Government of India, Delhi University/ colleges in the last three years with copies of work order and completion certificates including the value of work completed issued by respective clients duly stamped under the stamp of the organization
- 3.2.8 List of ongoing maintenance of horticulture works with their financial value.
- 3.2.9 Undertaking of unconditional acceptance of tender term and conditions. (Attach undertaking).
- 3.2.10 An undertaking to the effect that the Agency has not been blacklisted by any of the

Departments/Organizations of the Government of India /State Govt. /Autonomous Bodies/ Colleges of University of Delhi and no criminal case is pending against the said firm/agency.

3.3 **Verification and disqualification**

3.3.1 OSD, COL reserves the right to verify all statements, information and documents submitted by the bidder.

3.3.2 OSD, COL reserves the right to reject any bid and appropriate EMD if, at any time, a material misrepresentation is made or uncovered.

3.4 **Clarification**

A prospective bidder requiring any clarification on the Tender Document may notify OSD, COL in writing to mailing address indicated below. Such requests for clarifications should be sent not later than ten days prior to original or extended deadline for submission of the bids. Explanation of the query but without identifying the source of the inquiry will be uploaded on to CPP Portal <http://eprocure.gov.in/eprocure/app> for the benefit of all the prospective bidders five days prior to original or extended deadline for submission of Bids.

Mailing Address:

Attention: Officer on Special Duty
Campus of Open learning
C-2, Keshav Puram, University of Delhi,
Delhi-110035

3.5 **Amendment of Tender Document**

At any time prior to the deadline for submission of bids, the COL may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment. The amendment will be uploaded on CPP Portal <http://eprocure.gov.in/eprocure/app> for the benefit of all the prospective bidders.

B. PREPARATION AND SUBMISSION OF BIDS

3.6 **Format and signing of Bids**

The bidders shall provide all the information sought under this Tender Document. COL will evaluate only those bids that are received on-line in the required formats and complete in all respects; and EMD received in hard copy.

3.7 **Documents Comprising Technical and Financial Bid**

a) The bidder shall submit the Technical and Financial Bid online through CPP Portal <http://eprocure.gov.in/eprocure/app> comprising of the following documents as appropriate.

TECHNICAL BID-Appendix A-1 digitally signed

Scanned copy of

- i. Certificate of Registration with Labour Department, Government of NCT Delhi.
- ii. Certificate of Registration with office of the Regional Provident Fund Commissioner.
- iii. Certificate of Registration with employees State Insurance Corporation.
- iv. Certificate of Registration for GST.
- v. PAN Number.
- vi. Proof of having achieved average annual financial turnover Rs.2 lakh in the previous three financial years ending 31 March, 2017.
- vii. Copies of work orders of three similar works in any of Central Government Ministry or Departments/Autonomous Body/Public Sector Undertakings of the Government of India, Delhi University/ colleges/ State Governments in the last three years with completion certificates including the value of work completed issued by respective clients duly stamped under the stamp of the organization.
- viii. List of ongoing maintenance of horticulture works with their financial value.**
- ix. Undertaking of unconditional acceptance of tender term and conditions. (Attach undertaking).
- x. An undertaking to the effect that the Agency has not been blacklisted by any of the Departments/Organizations of the Government of India /State Govt. /Autonomous Bodies/ Colleges of University of Delhi and no criminal case is pending against said firm/agency.

FINANCIAL BID

Financial bid format is provided with Appendix-A2 along with this tender document at <https://eprocure.gov.in>. The financial bids are to be uploaded in the BOQ in the CPP Portal. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

- i. The rates shall be quoted in Indian Rupee only.
- ii. The rates will be exclusive of GST and any revision in the GST will be the responsibility of the Bidder.
- iii. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- iv. The bidder shall upload Appendix-A-2digitally signed.

- b)** The hardcopies of documents listed in clause 3.7 (a) under Technical Bid Appendix A 1, shall be placed in an envelope which shall be sealed and super scribed “ Bid for Work of Maintenance of Garden & Horticulture work at Campus of Open Learning and should be addressed to

Attention: Officer on Special Duty
Campus of Open Learning
University of Delhi
C-2, Keshav Puram
Delhi -110035

3.8 Bid Due Date

The technical and financial bid shall be submitted on CPPPortal <http://eprocure.gov.in/eprocure/app> on or before 5:30 p.m. hrs. IST/0 /2017 (“the Bid Due Date”) similarly, physical submissions of documents will also be completed by the same date and time.

3.9 Online opening of bids

- a) Opening of bids will be done through on-line process.
- b) COL shall on-line open Technical Bids on /0 /2017 at 11:30 a.m. hrs. IST, in the presence of the authorized representatives of the bidders, who choose to attend.
- c) Technical Bid of only those bidders shall be on-line opened whose documents listed at clause 3.7 have been physically received. The COL will subsequently examine and evaluate the Bids in accordance with the provisions of this document.

3.10 Rejection of Bids

- a) Notwithstanding anything contained in this document, the OSD, COL reserves the right to reject any bid and to annul the Bidding Process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that the COL rejects or annuls all the bids, it may, in its discretion, invite all eligible bidders to submit fresh bids hereunder.
- b) The OSD, COL reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

3.11 Validity of Bids

The BIDs shall be valid for a period of not less than 90 (Ninety) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective bidders and the COL.

3.12 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the COL in relation to, or matters arising out of, or concerning the bidding process.

3.13 Correspondence with the bidder

COL shall not entertain any correspondence with any bidder in relation to acceptance or rejection of any bid.

EARNEST MONEY DEPOSIT

3.14 Earnest Money Deposit (EMD)

- a) The bidders shall submit an EMD of Rs.6,000/- (Six Thousand) only in the form of account payee draft from any nationalized bank or scheduled commercial bank, in favour of Registrar, Delhi University, Payable at Delhi valid for 45 days beyond final bid validity period.
- b) The tender with no EMD shall be summarily rejected.
- c) In case of unsuccessful bidder, the EMD will be refunded without interest

EVALUATION OF BIDS

3.15 Tests of responsiveness

- a) Prior to evaluation of Technical Bids, COL shall determine whether each Technical Bid is responsive to the requirements of this document. A Technical Bid shall be considered responsive only if:
 - i. Bid is received online as per the format at Appendix A.
 - ii. It is accompanied by EMD.
 - iii. It is not non-responsive in terms of this document.

3.16 Opening and evaluation of Financial Bids

- a) COL shall online open the Financial Bids only of Technically Qualified Bidders on the due date and time in the presence of the authorized representative of the Technically Qualified Bidders who may choose to attend.
- b) COL reserves the right to reject any BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the COL in respect of such BID.

3.17 Determination of rates

COL has the right to reject any rate it considers un-workable. The financially determined lowest rates will become the approved rates.

3.18 Acceptance of Rates

The COL shall offer the lowest rate to the Technically Qualified Bidders for acceptance. Rates quoted in the tender shall be valid for one year from the date of placement of order. The bidder shall within 7 days of issue of placement of acceptance of order give his acceptance along with Performance security.

3.19 Award of Work

Upon receipt of performance security, COL shall place order on successful bidder. The contract shall be valid for one year from the date of award of work which can further be extended for one more year on the same rates, terms & conditions.

3.20 Signing of Agreement

The successful bidder will have to sign an agreement with COL in Appendix A-7 in Rs.100/- e stamp.

3.21 Sub-letting of work

The contractor will not sublet contract to any other party.

3.22 Inspection of Work

COL will have a right to inspect the quality of work/ type of equipment, pesticides to be or being used for rendering the service.

3.23 Provision of gardeners

Providing daily two skilled gardeners with eight hours diligent work, out of which at least I should be a horticulture nursery assistant with necessary experience and training. They should be available for six days a week daily from 9.00 am to 1.00 pm and from 2.00 pm to 6.00 pm while taking care of statutory provisions in this regard. Over and above the minimum number of work force required as stated above, the contractor may engage additional work force as and when required to meet our job requirements mentioned in the terms and conditions of the Agreement for which no extra payment will be made to the contractor. However, in case number of work force deployed is less than what has been prescribed above, the proportionate deductions will be made from the payment to contractor.

SECTION-IV

COMMERCIAL CONDITIONS

4.1 **Application**

The General Conditions shall apply in contracts made by COL for procurement of Goods.

4.2 **Performance Security**

- i) Successful bidder shall furnish performance security to the COL (Appendix A-6) for an amount equal to 10% of the value of order within 7 days of placement of acceptance order in the form of bank guarantee drawn in favour of Registrar, Delhi University, payable at Delhi valid for a period of 14 months.
- ii) The proceeds of performance security shall be payable to COL as compensation for any loss resulting from supplier's failure to complete its obligations.
- iii) The performance security shall be discharged after completion of supplier's performance obligations including any warranty obligations after completion of 14 months from the date of order.

4.3 **Payment**

The payment will be made on monthly basis on satisfactory performance upon submission of pre-receipted bills

4.4 **Penalty**

If the work is not carried out as per scope of work and conditions of tender document, COL may charge a penalty of two percent of the value of work not done.

4.5 **Force Majeure**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the COL as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

4.6 **Termination for Default**

- a) The COL may, without prejudice to any other remedy for breach of contract, may send to the Contractor a notice of its intention to terminate the Contract Agreement in whole or in part, if
- i) The Contractor fails to deliver any or all the items within the time period(s) specified in the Work Order or any extension thereof granted by the COL.
 - ii) The Contractor fails to perform any other obligation(s) under the Contract Agreement; and
 - iii) The Contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as COL may authorize in writing) after receipt of the default notice from the COL.
 - iv) In the event the Contractor fails to remedy the defaults within the specified period of 15 days, COL may terminate the Contract in whole or in part COL may procure, upon such terms and in such manner as it deems appropriate, items similar to those undelivered and the Contractor shall be liable to the COL for twenty percent of the estimated cost of printing of material not supplied as Damages.

b) **Termination for Insolvency**

If the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court, the COL may terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the COL.

c) **Set Off**

Any sum of money due and payable to the Contractor (including Security Deposit refundable to the Contractor) under this Contract may be appropriated by the COL and set off the same against any claim of the COL for payment of sum of money arising out to this Contract or under any other contract made by the Contractor with COL.

4.7 **Arbitration**

In the event of any dispute arising under this contract, shall be referred to sole arbitration of OSD, COL. The agreement to appoint arbitrator will be in accordance with Arbitration and Conciliation Act 1996. The award by the Arbitrator shall be conclusive and binding on the parties hereto. The venue of the arbitration proceedings shall be the office of the COL, Delhi or such other place as the arbitrator may decide.

4.8 **Legal Jurisdiction**

It is also the condition of this Contract that the court which has jurisdiction over Delhi shall have absolute jurisdiction for adjudicating any difference or disputes arising out of this Contract to the exclusion of all other courts.

SECTION-IV**CHECK LIST OF DOCUMENTS TO BE SUBMITTED**

S.No.	Description	Documents to be uploaded (Scanned copy)
1	Name of firm	
2	Business address of firm	
3	Tel No. / Mobile No.	
4	Certificate of Registration with Labour Department, Government of NCT Delhi.	Copy of registration
5	Certificate of Registration with office of the Regional Provident Fund Commissioner	Copy of registration
6	Certificate of Registration with employees State Insurance Corporation	Copy of registration
7	Copies of work orders of completion of three similar works in any of Central Government Ministry or Departments / Autonomous Body / Public Sector Undertakings of the Government of India, Delhi University / Colleges in the last three years ending 31 March, 2017 with completion certificates including the value of work completed issued by respective clients duly stamped under the stamp of the organization	Copies of orders/ certificates
8	Earnest Money Deposit (EMD)	Copy of EMD
9	PAN card	Copy of PAN Card
10	GST Registration certificate	Copy of GST Registration
11	Annual turnover of Rs. 2 Lac for the last three years.	Copy of Turnover in Appendix A-3
12	Declaration regarding non-blacklisting of firm	Copy of Undertaking in Appendix A-4
13	Tender Acceptance Letter	Copy of certificate as given in Appendix A-5

APPENDIX: A-1

Letter for Technical Bid

(On letter head of the bidder)

Dated:

To,
Officer on Special Duty,
Campus of Open Learning
University of Delhi,
C-2, Keshav Puram
Delhi-110 035

**Sub: Technical Bid for Work of maintenance of Garden and Horticulture
work at Campus of Open Learning.**

Dear Sir,

With reference to your Tender Document dated, we, having examined the document and understood its contents, hereby submit our Technical Bid for qualification for the aforesaid work. The bid is unconditional and unqualified.

1. We acknowledge that the CAMPUS OF OPEN LEARNING (COL) will be relying on the information provided in this letter and the documents accompanying it. We certify that all information provided in the letter and in Annexes I and II is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the letter are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a bidder for Work of maintenance of Garden and Horticulture work at Campus of Open Learning.
3. We shall make available to the COL any additional information it may find necessary.
4. We acknowledge the right of the COL to reject our Technical Bid, without assigning any reason.
5. We declare that we have not been directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice for this work.
6. We understand that COL may cancel the bidding process at any time and that COL is neither bound to accept any Technical Bid, without incurring any liability to the bidders. We agree and undertake to abide by all the terms and conditions of the Tender Document, including the Conditions of Contract.

In witness thereof, we submit this Technical Bid under and in accordance with the terms of the Tender Document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the bidder

APPENDIX: A-1

Details of Applicant

1. (a) Name:
(b) Address:
2. Details of individual(s) who will serve as the point of contact/ communication with the COL:
(a) Name:
(b) Designation:
(c) Telephone Number:
(d) Mobile Number:
(e) E-Mail Address:
3. Particulars of the Authorized Signatory of the Applicant:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number (office) ----- Mobile: -----
(e) E-Mail Address:

APPENDIX: A-2

(On letter head of the bidder)

Letter comprising the Financial Bid

Dated:

To,
Officer on Special Duty,
Campus of Open Learning
University of Delhi,
C-2, Keshav Puram
Delhi-110 035

**Sub: Financial Bid for Work of maintenance of Garden and Horticulture work at
Campus of Open Learning**

Dear Sir,

With reference to your Tender Document dated ----- we, having examined the document and understood its contents, hereby submit our Financial Bid for the aforesaid item. The bid is unconditional and unqualified.

1. I/ We acknowledge that the Campus of Open Learning (COL) will be relying on the information provided in the Financial Bid and the documents accompanying it, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. The bid price/rate has been quoted by us after taking into consideration all the terms and conditions stated in the Tender Document and our own estimates of costs.
3. We acknowledge the right of the COL to reject our Bid without assigning any reason.
4. In the event of we being offered to accept the rates determined by COL as the approved rates payable for the work of maintenance of Garden and Horticulture work at campus of Open Learning.

I/ We hereby submit our Bid and offer the rates for Work of maintenance of Garden and Horticulture work at Campus of Open Learning

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Name & seal of Bidder/Lead Member: -----

Class III DSC ID of Authorized Signatory: -----

Date:

Place

**SECTION –V
FINANCIAL BID**

S.No.	Particulars of Work	Amount Rs.
1	Annual Maintenance charges for maintaining the entire lawn area, garden, trees & plants, shrubs, hedges, flower beds, ground covering plants, etc. in total open area within the COL campus (garden as defined in tender conditions) : Maintenance charges including day to day maintenance, keeping plants alive and healthy, insecticide application for controlling insects, watering, providing manure, pruning, cutting, dressing, removal and disposal of dead leaves / unwanted items/ garbage, replacement for dead plants, making bunds, keeping the garden in clean and neat condition with beauty and aesthetic sense etc.	
	b. i) Supplying and planting of Seasonal flowering plants (half yearly) - 200	
	b. ii) Supplying of pots (20 half yearly)	
2	Wages of workers (as per minimum Wages rate Act Govt. of NCT Delhi)	
TOTAL (A)		
GST (To be specified exact amount instead of %) (B)		
Grand Total (A) + (B)		
Grand Total (in words)		

**SIGNATURE OF THE CONTRACTOR
(DATE & STAMP OF THE COMPANY)**

APPENDIX A-3

CERTIFICATE REGARDING TURN-OVER OF TENDERER DURING THE LAST THREE FINANCIAL YEARS

I / We, M/s _____, the Bidder/ Tenderer for work of maintenance of garden and horticulture work at Campus of Open Learning Services on Yearly Contract Basis, hereby confirm that the minimum Annual Turn-Over of the firm/company during the last three financial years i.e. 2013-14, 2014-15 and 2015-16 is Rs.2 Lakhs or more than Rs.2,00,000/-

The financial year-wise break-up is given below:-

S.NO. FINANCIAL YEAR ANNUAL TURN-OVER FOR THE YEAR

S.No.	Year	Amount (In Rs.)
1	2014-15	
2	2015-16	
3	2016-17	

SIGNATURE & SEAL OF THE TENDERER

CERTIFICATE BY CHARTERED ACCOUNTANT

I / We, _____, Chartered Accountants, certify that the figures regarding Annual Turnover for the Financial Years mentioned above in respect of M/s. _____ are true and found correct as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

SIGNATURE

APPENDIX: A-4

To,
Officer on Special Duty,
Campus of Open Learning
University of Delhi,
C-2, Keshav Puram
Delhi-110 035

Sub: Under taking regarding Blacklisting/ Non-Debarment

Sir,

I/ We hereby confirm and declare that we M/s is not blacklisted/ Debarred by any Govt. Deptt./ Public Sector Undertaking/ Private Sector or any other agency for which we have executed/ undertaken the works during the last 3 years.

For

Authorized Signatory with seal

APPENDIX: A- 5

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,
Officer on Special Duty,
Campus of Open Learning
University of Delhi,
C-2, Keshav Puram
Delhi-110 035

Sub: Acceptance of Terms & Conditions of Tender.

Name of Tender: - “ **Work of Maintenance of Garden & Horticulture**” in the Campus of Open Learning, University of Delhi, Delhi-110035.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' for the web site(s) namely www.col.du.ac.in and <https://eprocure.gov.in/eprocure/app>.
2. I/ We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _ _ to _ _ (including all documents like annexure(s), schedule(s), etc.) and I/we shall abide hereby by the terms / conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too have all been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in it's totally / entirely.
5. In case any provisions of this tender are found violated, then COL organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit also.

Yours faithfully,

Signature of the Tenderer with Official Seal

APPENDIX: A-6

Form of Bank Guarantee for Performance Security

In consideration of the Officer on Special Duty, Campus of Open Learning, University of Delhi (hereinafter called “The COL”) having offered to provide service of maintenance of Garden & Horticulture Work at Campus of open learning, C-2, Keshav Puram (hereinafter called “the contractor”) provided the Contractor submits an irrevocable Bank Guarantee for Rs. (Rupees..... only) as Performance Security for the security of the work of maintenance of Garden & Horticulture Work at Campus of open learning, C-2, Keshav Puram for COL.

1. We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the COL an amount not exceeding Rs.(Rupees..... Only) on demand by the COL.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the COL stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said Bank further undertake to pay the COL any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the COL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged.

5. We, (indicate the name of the Bank) further agree with the COL that the COL shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the COL against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance ,act of omission on the part of the COL or any indulgence by the COL to the said Contractor by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the COL.
8. This guarantee shall be valid up tounless extended on demand by the COL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the day offor..... (Indicate the name of the Bank).

APPENDIX A-7

CONTRACT AGREEMENT FORM

This Agreement made on _____ between Campus of Open Learning through its authorized signatory _____ (which expression shall include its administrators, successors, executors) on the one part and M/s _____ (hereinafter referred to as contractor) which expression shall include its administrators, successors, executors and permitted assigns on the other part.

Whereas, COL is desirous of getting the work of Gardening/horticulture at Campus of Open Learning, C-2 Keshav Puram University of Delhi, Delhi – 110035 as mentioned in detailed document and has invited tenders for this work as per tender document issued for this purpose. And whereas M/s _____ had participated in the above referred bidding _____ and COL accepted their aforesaid proposal and awarded the work to M/s _____ vide its award letter No. _____ dated _____ and the documents referred to therein which have been accepted by M/s _____, resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER

COL has awarded contract to M/s _____ herein after on the Terms and Conditions contained in acceptance letter dated _____ and the documents to therein. The award has been taken with effect as per the aforesaid award letter w.e.f. _____. The terms and expressions used in this agreement shall have the meanings as are assigned to them in the Contract Documents. Name of Documents...

1. Award letter dated _____
2. Set of tender documents and quotations submitted by the contractor.

All the aforesaid contract documents shall form an integral part of this agreement. The contract shall be performed by the contractor strictly and faithfully in accordance with the terms of the agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement shall be decided by process of settlement & arbitration as per provision of the Arbitration and Conciliation Act 1996 and Delhi shall have exclusive jurisdiction over the same.

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the party hereto if delivered against acknowledgement duly addressed to the signatories at the addresses mentioned herein

above. This is a maintenance & operation contract, which includes supply of skilled and unskilled manpower as per the conditions of the contract.

IN WITNESS HEREOF the Parties through their authorized representatives have executed these present (execution whereof has been approved by the component authorities of both the parties) on day, month and year first mentioned in Delhi,

For and on behalf of M/s _____	For and on behalf of Campus of Open Learning C-2 Keshav Puram University of Delhi, Delhi – 110 035
Witness	
Witness	

APPENDIX: A-8

INSTRUCTIONS OF ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at http://eprocure.gov.in/e_procure/app

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificate with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smartcard, should be registered .
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading / getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
8. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'any tenders' folder.
11. From my tender folder, he selects the tender to view all the details indicated.
12. It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
14. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16. Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
18. The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
19. The details of the 00/ 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 submitted bid will not be acceptable or liable for rejection.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
22. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

23. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.
24. After the bid submission (i.e. after Clicking " Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
25. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
26. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening.
27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
28. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exist option in the browser.
30. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to -cppp-nic@nic.in.