

# TENDER DOCUMENT

**Development & Maintenance of Lawns/ Parks & Herbal Garden**

**AT**

**Jamia Hamdard Campus**

**(2021)**



**JAMIA HAMDARD**

(Deemed to be University)

HAMDARD NAGAR, NEW DELHI –110062

## **TENDER NOTICE**

JAMIA HAMDARD (Hamdard University)  
HAMDARD NAGAR, NEW DELHI-62.

### **TENDER NOTICE FOR DEVELOPMENT & MAINTENANCE OF LAWNS/PARKS & HERBAL GARDEN AT JAMIA HAMDARD**

Sealed tenders are invited in two bid system from reputed & experienced horticulture agencies for Annual Rate Contract against Development & Maintenance of Lawns/Parks & Herbal Garden at Jamia Hamdard.

The agency can download the tender document containing detail of work, tender cost, earnest money and terms & conditions from the university web site: [www.jamiahamdard.edu](http://www.jamiahamdard.edu).

The last date for submission/drop the tender in tender box placed in purchase section is 01-03-2021 up to 1.00 p.m.

Jamia Hamdard reserves the right to accept or reject any or whole tender without any reason whatsoever.

**REGISTRAR**

Ph. No. 011-26059688(12 lines) Extn.5373 Fax-26059663

**TENDER FORM FOR DEVELOPMENT & MAINTENANCE OF LAWNS/ PARKS  
&  
HERBAL GARDEN AT JAMIA HAMDARD**

Sealed tenders are hereby invited for Annual Contract for Development & Maintenance of Lawns/ Parks at Jamia Hamdard Campus. The Terms & Conditions in respects of tenders are as under. The tender shall be in two bid systems.

**(a) One Technical Bid:** Containing information regarding detail of firm, experience, business turn over and other details to judge the suitability of the tenderers. **(Annexure I)**

**(b) Second Financial Bid:** Containing of rates & amount. **(Annexure II)**

The Technical Bids will be opened on **01-03-2021 at 04:00 p.m.** by a committee in presence of interested tenderers/ representatives available at the time of opening. The Competent Authority of Jamia Hamdard may send an authorize person or a team of authorised persons to conduct the visit of the work place of the tenderers to assess their suitability, as part of the Technical/Financial Bid.

The Financial bid shall be open only of those tenderer, who were found suitable by the committee appointed for the purpose on a date/time to be decided and communicated to such eligible bidders.

The non-following of the required procedure i.e. filling of rates and amount both in words & figures, non depositing the earnest money and not submitting the required documents etc., will lead to rejection of the tender without assigning any reason. Jamia Hamdard reserves the right to reject any/all the tenders or divide it in 2 (Two) bidders without assigning any reason whatsoever.

**The bidder should submit the Technical Bid & Financial/Commercial Bid as per the attached (Annexure I & II) along with tender cost Rs. 1000/- (non refundable) & EMD of Rs. 50,000/- along with the technical Bid (Annexure I) in SEPARATE sealed envelopes Super-Scribing "Technical Bid/" and "Financial Bid" respectively. These 2 (Two) envelopes should be then further put in an envelope and sealed properly and Super Scribed "Development & Maintenance of Lawns/Parks & Herbal Garden at Jamia Hamdard Campus".**

The tenders supported by all documentary evidences along with tender cost Rs. 1000/- (non refundable) EMD **(Rs.50,000/-)** in the form of demand draft in favor of **"REGISTRAR JAMIA HAMDARD"** Payable at New Delhi. **Tenders should be addressed to the Registrar Jamia Hamdard New Delhi -110062.** The following information will be indicated on the Envelope cover.

The following information will be indicated on the Envelope cover.

a) Tender for Development & Maintenance of Lawns/Parks & Herbal Garden at Jamia Hamdard Campus

b) Name of Firm. \_\_\_\_\_

c) No. of NIT. \_\_\_\_\_

d) Clearly indicate the list of enclosures. \_\_\_\_\_

e) Clearly indicate on the envelopes **"TECHNICAL BID"** OR **"FINANCIAL BID"**.

**General Description of Tender Notice  
for Development & Maintenance of Lawns/Parks & Herbal Garden at Jamia Hamdard Campus**

1. Tender for: Development & Maintenance of Lawns/Parks & Herbal Garden at Jamia Hamdard Campus.

2. Cost of tender : Rs. 1000/- only (Non Refundable)

3. Earnest Money : Rs. 50,000.00 only

4. Due date of tender submission : On or before 01-03-2021 up to 1.00 p.m.

5. Time and date of tender opening : On 01-03-2021 at (4:00 p.m.)

6. Names, address of Firm/Agency and Telephone No.....

7. Registration of the Firm/Agency registered for exclusively Horticulture works .....

.....

8. Name, Designation, Address and Telephone No ..... of authorized person of firm /agency to deal with .....

9. Please specify as to whether tenderer is a sole proprietor/partnership firm/company name, address, phone number of the authorized person should be specified.

(a) ..... (b) .....

.....

10. Details of tender cost & earnest money deposit. ....

.....

a. Amount. (Rs. In words) .....

b. Demand Draft Nos. .... in favor of "The Registrar Jamia Hamdard"

c. Name of the issuing authority. .... New Delhi.

11. Declaration by the contractor

This is to certify that I/We before signing this tender have fully understood all the terms and conditions and instructions contained herein and undertake myself/ourselves to strictly abide by the all the said terms and conditions without any default. However, at such defaults Jamia Hamdard has the absolute rights to cancel the bids.

**CONTRACTOR'S NAME & SIGNATURE**

## Eligibility Criteria:

- 1.1 The bidder should have the following registration certificates without which the tender may be rejected:-
- a) Certificate of Incorporation, Articles & Memorandum of Association in-case of companies/partnership deed & registration of partnership firm of firms/ any document proving Ownership of a proprietary firm.
  - b) PAN number of the Company/Firm/Bidder.
  - c) Certificate of Registration under GST.
  - d) Certificate of Registration with the Office of the Regional Provident Fund Commissioner.
  - e) Certificate of Registration with Employees' State Insurance Corporation.
  - f) Valid Registration Certificate /Licence with Labour Department under Contract Labour (Regulation & Abolition) Act, 1970.
  - g) Bidder should submit the bid with the copy of its/his/her last six month PF certificate where it reveals that they have a minimum No. of ----- horticulture personnel in different organization.
- 1.2 The Bidder should have a minimum 05 years of experience (as on 31-05-2019) in Horticulture works & Annual Maintenance Contract for Garden in Commercial/Residential campus, Educational/ Training institutes, Govt./Private maintained parks.
- The bidder should furnish previous work orders/ Completion certificates for establishing the experience.
- 1.3 The bidder should have a minimum average annual turnover in each year of Rs. 100 Lacs for the previous 03 (Three) years from 31-03-2020. Audited/ Certified Balance Sheet (by a practicing Chartered Accountant) for the years 2017-2018, 2018-2019, 2019-2020, and provisional / audited Balance-Sheet for the said years establishing the turnover criteria should be submitted. Also Financial Statements for 3 years 2017-18, 2018-19 and 2019-20 only.
- 1.4 The bidder should have executed work for Horticulture works & Annual Maintenance Contract for Garden in Commercial/ Residential campus, Educational/ Training institutes, Govt./ Private maintained parks during the last 05 (Five) years (2015 – 2020). The value of the annual maintenance contract should be minimum of:
- a. One annual contract of Rs. 40 Lacs 'or'
  - b. Two annual contracts of Rs. 30 Lacs each 'or'
  - c. Three annual contracts of Rs. 20 Lacs each.
- For establishing the eligibility criteria 2.4, the bidder should furnish work orders/ Completion certificates specifying the contract value during the period 2015-2020.
- 1.5 The bidder should have an office in Delhi/Delhi NCR.
- 1.6 Bank Draft for "Earnest Money Deposit" (EMD) and cost of tender should accompany in the Technical Bid

## GENERAL TERM & CONDITIONS OF THE TENDER

In Jamia Hamdard Campus approx. 25 lawns & parks require to maintain on consolidated basis and develop the new lawns & parks on sq.mt basis. The Terms & Conditions in respect of tenders are as under.

### 1. Lawns/Parks & Herbal Garden:

Proper and satisfactory maintenance and up-keep of Lawns/Parks & Herbal Garden and landscaped the specified area including plants & trees etc. within the specified premises is the essence of the contract and no let down will be permitted. Failure to fulfil the condition of satisfactory maintenance will attract non-payment / reduced payment of price quoted on proportionate basis to be decided by the In-charge Horticulture or authorised person of Jamia Hamdard whose decision will final and binding. The contractor should deploy the minimum number of persons per day as specified.

Failure to deploy such stated labour will be considered as breach in contract. However, mere deployment of the specified labour shall not relieve the contractor of his contractual obligations.

The maintenance of lawns/Parks & Herbal Garden includes cutting, dressing, checking, and mowing of lawns. Further work, includes weeding, trimming and pruning of trees manures, fertilizers, sprays of insecticides, pesticides, and fungicides will be provided at definite intervals or as directed by In-charge Horticulture.

**2. Filling of Tender:**

The Tenderers are strongly advised to inspect the Jamia Hamdard Lawns/Parks & Herbal Garden work and acquaint themselves with the site conditions and quantum of work including deployment of required man power, machines, tools & plants work involved etc. before tendering.

The bidder is expected to thoroughly examine all instructions, Forms, Terms & Conditions mentioned in the Tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document will be at the bidder's risk and may result in rejection of his bid.

The tenderer should quote the rates & amount tendered by him/them in figure & as well as in words. The tenderer should take care that the rates and amounts be written in such a way that there are no ambiguities left. Alterations unless legibly attested by tenderer, shall disqualify the tender.

The tenderer with seal of agency/firm should sign every page of the tender as a confirmation of acceptance of the terms & conditions mentioned on each paper as this will be a part of agreement.

Tenders not confirming the prescribed requirements and non submission of required documents/ copies may be rejected and no correspondence thereof shall be entertained whatsoever. Any clarification in this regard will be given, if required, prior to submission of tender.

**3. Proprietary of Tender:**

If the tender/quotation is made by or on behalf of a Company incorporated under the companies act it shall be signed by the Managing Director or by one of the Directors duly authorized on that behalf. If it is made by a partnership firm it shall be signed with the Co- partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of their firm and attach copy of Power of Attorney with the Tender authorizing him to sign on behalf of the other partners. A certified copy of the registered partnership deed shall also be submitted along with the tender.

The maintenance of Lawns/Parks & Herbal Garden shall be executed as per terms & conditions as entered in tender document and instruction of in-charge Horticulture issued from time to time and as per the guidelines and regulations of the Jamia Hamdard for time being in force and per the requisite applicable rules/laws . Contractor is presumed to have studied the tender document & its specification, nothing extra will be paid in any manner except approved and specified.

**4. Validity period of Tender:**

The tender shall remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of tender.

**5. Contract Period:**

The contract is likely for a period of 1 (One) year extendable for further period subject to satisfactory performance only. The period of the contract may be further extended after the completion of contract, provided the requirement of the Jamia Hamdard for augmenting its present manpower persists at that time or may be curtailed / terminated before the contract

period owing to deficiency in service or substandard quality of manpower deployed by the selected tenderer/ agency or cessation of the requirement of work or due to any change in Jamia Hamdard policy/rules/regulations etc.

The competent authority of Jamia Hamdard, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected tenderer/agency with or without assigning any reasons, whatsoever.

**6. Submission of Tender:**

Tender shall be addressed to **The Registrar, Jamia Hamdard, Hamdard Nagar, New Delhi 110062.** The tenderers may drop the tender in tender box placed in the purchase section within due date. While submitting a tender, it would be presumed that the tenderer have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.

**7. Inspection of Lawns/Parks & Herbal Garden**

The In-charge horticulture or authorized person appointed by the competent authority of Jamia Hamdard may inspect the Lawns/Parks & Herbal Garden to insure its proper maintenance. The contractor shall keep close liaising with the In-charge Horticulture and take feedback on quarterly basis in order to ensure smooth functioning of maintenance of Lawns/ Parks.

**8. Contractor's Rate**

The rate should be inclusive of all workers deployed for the proper maintenance of Lawns/Parks, their payments in accordance with the provisions of minimum wages act, labour laws and other standard provisions like P.F., ESI, Bonus, Gratuity, Leave, Uniform allowance etc. to it/his/her eligible workers. The Jamia Hamdard shall not be liable at all in any circumstances to pay any extra amount whatsoever during the contract period except approved and specified.

The workers deployed for maintaining of Lawns/Parks & Herbal Garden shall work under supervision, direction and overall administration of the contractor and the contractor shall be wholly responsible/ liable to pay them their wages, benefits viz. P.F., E. S. I, Bonus, Gratuity & Leave, and other due liabilities etc. to eligible personnel engaged and deployed. Jamia Hamdard shall not be responsible in any manner whatsoever for which the workers etc., are legally entitled from the contractor.

**9. Acceptance of Tender**

While selecting the contractor, due consideration will be given to work experience, credentials, responsible business practices, competency to execute such contracts, credentials of fulfilment of provisions of labour laws with past contract and other terms and conditions specified in the tender document.

Mere Lowest rate is not the sole criterion of selection. Jamia Hamdard is not bound to accept the lowest rate(s). The Jamia Hamdard will appreciate if a bidder proposes to charge a reasonable sum as service charges. But the non-payment of prescribed minimum wages and the statutory dues are not acceptable in any circumstances, whatsoever.

Tender submitted by the bidders will be examined by the committee constituted for said purpose Further the committee can visit the site of contractor found technically qualified. Price bids will be opened of only those bidders whose present site of the contract will be found satisfactory by the site visit of the committee.

The competent authority of Jamia Hamdard reserves the right to accept and reject any or all the tenders without assigning any reason or cancel/add any part of the tender without effecting the existing terms & conditions of the contract.

Preference can be given to those contractors who have minimum 05 (Five) years' experience of providing maintenance services of Lawns/Parks & Herbal Garden in University, Hostels, Hotels etc., and also who use the latest machines and equipment for the work.

**10. Commencement of Contract:**

The contractor shall commence the work within 06 (Six) days from the date of receipt of Work Order/Letter of Intent or as specified in the contract letter.

**11. Contract Signing**

After acceptance of the tender, the tenderer shall sign the necessary agreement within 15 days of the intimation. Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor only. In case of delay, the 'Earnest Money' may be forfeited and the tender be cancelled or the contract be enforced as per the terms and conditions of the tender documents and the tenderer shall thus be bound to accept such decision of Jamia Hamdard, even though no formal agreement has not yet been executed or signed between the parties.

**12. Security Money:**

The contractor shall deposit security money in favor of Jamia Hamdard for an amount of Rs.1,50,000/- only minimum or as decided by the competent authority of Jamia Hamdard, either in cash or in the form of Bank Guarantee for the due performance of the contract, within 07 days from the date of contract. In the event of breach/ violation or contravention of any terms and conditions herein by the contractor, the security deposited shall be forfeited by Jamia Hamdard, in addition of any amount of penalty as decided by the competent authority of Jamia Hamdard shall be recoverable from security amount if not paid by the tenderer and the tenderer shall be bound to accept such decision of Jamia Hamdard.

**13. Refund of Security Money:**

The security money shall be returned after completion of successful contract without any interests.

**14. Income Tax and Other Taxes:**

Statutory deduction of Income tax/ TDS, deduction of 0.25% JHRW and other taxes as per Govt. notifications from time to time shall be made from all payments made to contractor.

**15. Workers:**

The workers deployed at Jamia Hamdard shall be well versed in maintenance of Lawns/Parks & Garden, the contractor shall have to produce a list of workers deployed along with police verification and documentary proofs i.e. Voter Card or Aadhar Card in support of identity.

Daily labour shall report 8.30 a.m. to 5.00 p.m. and take up the maintenance of Lawns/Parks & Herbal Garden work and reporting late shall attract the penalty of Rs. 150/- per late attendance per each labour. Also a penalty will be levied @ Rs. 500/- per labour & Rs. 600/- per Supervisor for absenteeism of labour & mali respectively.

The contractor shall deploy the trained workers, who shall be totally capable and experienced to execute the job with due diligence and care, if damage(s) occur, the contractor shall be liable for such liabilities (if any), claim in respect of personal injury to or any misshaping / casualty of any person whomsoever arising out during the course of carrying out the maintenance of Lawns/Parks.

That the Contractor shall be solely responsible for any violation of provisions of the labour laws or any other statutory provisions and shall further keep the Jamia Hamdard indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out



from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/ or under the said Acts, rules/ regulations and/ or any bye-laws or rules framed under or any of these, the Jamia Hamdard shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, negligence etc., from the Contractor's monthly payments or otherwise.

That the staff deployed by the Contractor for rendering the services as shall be deemed to be the employees of the Contractor only, since there will be no privity of contract between the JH and the employees/staff etc., engaged by the Contractor.

The contractor shall maintain and update all records of labour employed for this work and produce the same to the In-charge Horticulture regularly or to any other Competent Authority duly authorised in this behalf as and when required and get approval and receiving for the submission of such records.

The following minimum records shall be maintained:

- (i) Muster roll.
- (ii) Register of Wages.
- (iii) Material Register (stating total receive, daily consumption and balance).
- (iv) Site Instruction Book.
- (v) Any other records to be maintained under various acts as applicable as directed by In-charge horticulture.

That the contractor shall at their own risks and costs, if required, take necessary insurance cover in respect of the aforesaid services rendered in Jamia Hamdard and shall comply with the statutory provisions of Contract Labour Act, Employees State Insurance Act; Workman's Compensation Act, Payment of Wages Act, Employees Provident fund Act or statutes that may be applicable to them.

**16. Supervisor:**

The contractor must engage supervisor, who shall always be present in the Jamia Hamdard to monitor the performance of the works of all personnel deputed for the work in Jamia Hamdard for maintenance of Lawns/Parks & Herbal Garden. The supervisor shall liaise with the In-charge horticulture for the satisfactory performance of the works. The Contractor should provide mobile phone set to his supervisors who will be in touch with the In-charge horticulture. A daily list (attendance) of workers on duty should be provided to the In-charge horticulture.

**17. Age limit of Workers:**

That the contractor shall not engage or depute any worker below the age of 18 years in the Jamia Hamdard premises.

**18. Dismissal of Worker:**

The In-charge Horticulture or authorize person of competent authority of Jamia Hamdard shall have the right to ask the contractor/agency to remove any such person, who is not found to be competent and orderly not competent in discharging the satisfactory maintenance work or who may misconduct himself.

The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of Jamia Hamdard and ensure that no such person shall create any disruption/hindrance/ problem of any nature in Jamia Hamdard either explicitly or implicitly.

**19. Quality**

The contractor at his own risks and costs will use approved quality grasses, seasonal plants, trees, hedge and pipes for watering purpose to give a high quality of maintenance of Lawns/Parks. The

In- charge Horticulture or authorize person of Jamia Hamdard has the right to check the maintenance of Lawns/Parks & Herbal Garden and use machines and ask to change any tree, plant seasonal flower etc. at any time.

**20. Machines & Equipment:**

The contractor at his own cost will provide & use all latest machines, tractor, tractor trolley, water tanker with tractor, bush cutter machine, diesel operated grass cutting machines and other equipment/accessories; which may be required and are necessary for the proper maintenance of Lawns/Parks.

The contractor must have the above machines/equipment; which will remain with Jamia Hamdard in a working conditions during the entire contract period. The faulty machines & equipment/ accessories shall be removed immediately from the Jamia Hamdard failing a suitable penalty as decided by the competent authority of Jamia Hamdard shall be charged from contractor's bill.

**21. Safe Storage of Machines & equipment:**

The contractor will be fully responsible for the safety of their workers, stocks, machines and equipment etc. Jamia Hamdard will not be responsible / liable for any damages caused to the contractor by any way including theft & damage, no such claim to compensate any such damages will be entertained by the Jamia Hamdard.

**22. Payments:**

The monthly bill relating to maintenance of Lawns/Parks & Herbal Garden shall be paid by the 10<sup>th</sup> day of each English Calendar month by Jamia Hamdard duly certified by the In-Charge horticulture. Every amount paid to the contractor shall be subject to the deduction of tax at source including 0.25% JHEW and other taxes as applicable from time to time by Govt. of India.

The contractor shall submit the monthly bill for due check by the In-charge horticulture or authorize person by the competent authority of Jamia Hamdard or as directed.

That the contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at Jamia Hamdard in their respective names before submitting the bill for the subsequent month. In case, the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.

**23. Water & Electricity:**

The Jamia Hamdard will provide only the electricity & water (available in sump well/ETP well) required for the development/ maintenance the lawns/parks. The contractor will make his own arrangement at his own costs for transportation of water from the sump well/ETP well (near gate no. 2) up to allotted Lawns/Parks & Herbal Garden for development & maintenance.

**24. Damages/Compensation:**

The contractor shall be responsible for any loss/theft/pilferage or damages to the properties belonging to Jamia Hamdard, caused by their employees/ staff negligence and will pay/compensate to Jamia Hamdard or allow the amount of loss sustained by the Jamia Hamdard, to be deducted from any such amount found due to the contractor.

**25. Penalty for under performance:**

If it is found that due to any reason (whatsoever it may be) on any day any area or part thereof is not covered as per the defined work, job and frequency and that less than approved number of labours have been deployed or any of the operation/function/duties in connection with the above works and corresponding jobs of providing labours in Jamia Hamdard is not

done/discharged properly and satisfactorily to the satisfaction of the Incharge Horticulture or refusal to do any work, the competent authority of Jamia Hamdard reserves its rights to get the said work(s) done by any other agency/ means at the sole cost of the contractor and the entire amount spent on such works etc., shall be recovered from the contractor only. Also a penalty @ 2% be imposed excluding the amounts of PF, ESI and GST.

In addition, a penalty shall also be imposed on the contractor for deficiency in services and violation of the tender terms and conditions @ 1% of the monthly contract value per day per violation. The work being of sensitive and most vital in nature it cannot be overlooked. Non supply of even one labour for duty shall be viewed very seriously and the penalty referred to above shall be imposed.

**26. Applicable Law:**

The contractor shall be responsible for all taxes, as may be levied on the maintenance services of Lawns/Parks & Herbal Garden and shall also responsible to obtain any license/permission from the concerned Govt. Department. The Jamia Hamdard will not be responsible/ liable for any penalty or charges levied by the Govt. Department and shall be absolved from all such liabilities.

**27. Subletting:**

The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner, if found subletting in any manner the contract will stand terminated immediately without prior notice and appropriate legal actions as per the terms and conditions contained herein and as per the applicable provisions of law will be taken by Jamia Hamdard.

**28. TERMINATION OF CONTRACT**

The Competent authority of Jamia Hamdard can terminate the contract at any time after serving 2 (Two) weeks notice to the contractor if during the period of the contract the performance is not found satisfactory.

The decision of the competent authority of Jamia Hamdard shall be final and binding on the service provider in this regard. Failure by the service provider to comply with any statutory requirements during the period of contracts shall result in termination of the contract and subsequent disqualification for participation in any future tender in the Jamia Hamdard. The contractor will not be allowed to leave the contract before one year failing which the performance security will be forfeited.

**29. Arbitration:**

If any dispute, difference, claim or controversy (the "**Dispute**") arises about the validity, interpretation, implementation or alleged breach of any provisions contained herein, then the parties shall negotiate in good faith to endeavour to resolve the matter. However, if the Dispute has not been resolved within 30 (Thirty) days after the date of receipt of written notice of the Dispute by either Party from the Party raising the Dispute, the Dispute shall be referred to a Sole Arbitrator mutually acceptable to both the parties.

The venue and seat of arbitration shall be at New Delhi only. The award of arbitrator shall be final and binding on the parties. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto. The courts of New Delhi shall have absolute territorial and pecuniary jurisdictions.

**CONTRACTORS SIGN & SEAL**

**SCOPE OF WORK**

The contract shall cover all landscape maintenance works in respect of existing garden features, which includes lawns, ground cover, flowers beds, creepers and climbers, shrubs, flowering trees, planters grown trees. This also includes cutting and removal of all rank vegetation and wild bushes in specified planted areas, at least twice in a year as and when directed by the In-charge Horticulture. All garden areas including plantation areas are to be kept neat and tidy throughout the period of contract.

The In-charge Horticulture may direct to carrying out of further landscape development in areas and minor extensions will be included in the details of work. However major projects will be dealt with separately.

**Areas and Location of Works:**

All the Lawns/Parks at Jamia Hamdard Campus, the entire common areas, within and around the Jamia Hamdard Campus falls under this scope of work including maintenance of Nursery. Total green area covers approximately around 8 Lakh square feet which is distributed herein as under: -

<b>S. No</b>	<b>Description of Park/Lawn</b>	<b>Area (Sq.Ft)</b>
1.	Lawns/Parks at School of Chemical & Life Science	127166.23
2.	Back side of store & School of nursing road side Lawn	5853.16
3.	Green Belt (Outside of Boundary wall)	24375.45
4.	Nano Building	30326.29
5.	School of Pharmaceutical Education and Research	40481.86
6.	Pro-Vice-Chancellor Residence	32593.79
7.	Herbal Garden	80640.00
8.	Horticulture Nursery	26769.40
9.	Back side of lawn of Amul Canteen	50450.40
10.	A block Lawns	4790.42
11.	Lawns in-front of blocks C & D	41371.00
12.	Children park in between of block C & D	3294.00
13.	Lawn near Vice-chancellor Lodge (back side of block C)	40604.00
14.	Lawns of Hamdard Convention Centre	9085.35
15.	Lawns of HMS Library Lawns	57211.75
16.	Lawns of Hamdard Archive Research Centre	105478.18
17.	Lawn of Rehabilitation Centre (near Rabia Masjid)	4428.00
18.	Lawns at Hakeem's Sb. Tomb	19502.75
19.	Lawns of Vice-Chancellor Lodge	12117.16
20.	Lawns of Chancellor Lodge	11087.38
21.	Side Lawn near HCC & Electrical Sub Station	25734.50
22.	Lawns of Scholar House	23961.00
23.	Lawns of Anna-Marry & Ibn-Sina Girls Hostel	6486.04
24.	Lawns of JLN Boys Hostel	22135.87
25.	Back side Lawn of Ibn-Batoota Boys Hostel	2389.15
26.	Trees along inner roads and miscellaneous greenery	20000.00
		<b>828333.13</b>

**General Supervision:**

The maintenance will be carried out under the general super vision of In-charge Horticulture. The areas will be regularly inspected by the In-charge Horticulture for general Supervision. Instructions given by In-charge Horticulture are to be carried out promptly as per specifications and conditions.

**Contractor's Supervision:**

The contractor must arrange supervision by an experienced horticulturist having sufficient experience and sound knowledge of the subject.

**Contractors Manpower and Management:**

The contractor must engage minimum 25 workers and one supervisor with agriculture background and adequate experience for landscape maintenance works. Contractor shall have to make arrangement at all the times. In exigencies or otherwise, If some additional arrangement is required to be deployed, no additional payment will be made to the contractor, works executed within the mentioned area, and within the scope of work.

The contractor shall maintain proper records of the manpower etc. as referred under the labour rules and must observe all the formalities required under the labour acts. In case of exigencies, contractor shall deploy the required number of staff beyond normal duty hours as directed by the In-charge Horticulture.

The maintenance of Lawns/Parks & Herbal Garden shall be executed on all 07 days of a week. Contractor shall indemnify Jamia Hamdard against all such losses, damages etc., caused due to its workers engaged at site. The workers engaged shall be on the rolls of the Contractor and no claim whatsoever raised by these workers shall be entertained and maintainable against Jamia Hamdard. Contractor shall strictly follow Minimum Wages Act 1948 and all the other applicable laws in force in Delhi from time to time.

**General Maintenance:**

The maintenance shall include watering, fertilizing, plant protection from pests and diseases, mowing and upkeep of cultivation, cutting of edges, pruning and clipping of and pruning standards, raking, preparation and planting of seasonal flowers, periodical cut and removal of wild growth from plantation areas, minor repair works and all other landscape operations necessary for the proper growth of garden features and presenting a high standard of maintenance throughout the period of contract. The general Maintenance, includes but is not limited to the works specified in the following paragraphs.

**Irrigation:**

Contractor shall be responsible for the daily watering of the landscape areas, at his cost for labour and material like pipes etc. The contractor shall be responsible for washing/spraying with water to trees, shrubs and other plants as and when directed to do so. Contractor will transport the re-cycled water from sump well/ETP well (near gate no. 02), in order to watering the Lawns/Parks & Herbal Garden and flower beds area. The contractor must ensure that the unnecessary wastage of water does not occur at any time and must protect the irrigation fittings etc., from any damage due to mishandling or diggings in the garden area. Any damage to existing irrigation works due to or negligence of the contractors' staff will have to be made good by the contractor at his cost. In case of complete failure of irrigation system due to the responsibilities of the Jamia Hamdard and if watering is restored by bowers/ water tankers, cost of water, cost of bowers etc. will be borne by the Jamia Hamdard. However, labour required for irrigation through bowers shall be provided by the contractor.

**Manuring:**

The cost required manure and fertilizers shall be borne by the contractor. Spreading of manure and earth mixture in lawns at least one in a year and in flower beds at least twice in a year or as directed by In-charge Horticulture.

**Plant Protection:**

Periodic checks are to be carried out for pests and diseases. In the event of infestation, prompt spraying of appropriate pesticides, fungicides etc., will be arranged by the contractor for eradication of the same. Spraying is to be handled by trained staff in this field. The contractor shall be held fully responsible for any damage caused to garden features by application of wrong chemicals, damage caused due to non application of appropriate chemicals, at proper time. The contractor shall be held responsible for any mishap or injury to the staff handling insecticides and fungicides, chemicals etc.

**Lawn Mowing and Sweeping:**

Mowing once in 10 days is to be followed but not restricted to it only, Lawns should always be in perfect usable conditions and even if more mowing are required, contractor shall have to do the same as per directions of the In-charge Horticulture. Daily clearing of litter by light garden sweeping is must. Removal and disposal of all garden refuse, dry branches etc. and machine cut grass to an appropriate clumping area by mechanical transport. No grass/refuse is to be left overnight in the garden area or near the garden or in nearby storm water drains. During day to day maintenance work, collection of waste materials will be collected in an environment friendly manner at designated place as approved & directed by In- charge Horticulture or dumping ground outside the campus or as directed by mechanical means such as Tractor-trolley or Truck at least once time in a month including loading and unloading.

**Pruning and Training:**

Clippings and trainings of hedges at least twice in a month or as directed by In- charge Horticulture, and trimming of shrubs, trees, creepers, bougainvilleas and other standard at regular intervals is to be done. The branches of trees are required to be trimmed at times/as and when required at the campus areas as per the instructions of the In-charge horticulture. Staking of plants, whenever required, and stakes and supports will be adjusted from time to time. This also required replacement of damaged tree belts/tree ties by the contractor. Small stakes or GI pipes and topiary frames, wooden posts and steel frames, pergola frames, tree guards, if required shall be supplied by the Jamia Hamdard.

**Weeding:**

Regular weeding of lawns, ground covers, cutting of edges of lawns, ground covers and flower beds, making basing of trees and shrubs pits and hoeing is to be done at least once in fortnight or earlier as directed by In-charge Horticulture. The garden is to be kept free from weeds or alien plants. This operation must be carried out at frequent intervals throughout the year to keep the garden neat and tidy all the year round.

**Seasonal flowers and plant Material:**

The flower beds are to be maintained by planting winter and summer seasonal flowers. This includes preparation of flower beds, submission of planting schemes atleast three months in advance of planting indicating the varieties/colours planting beds and proper care. The contractor must raise the seedlings in nursery as far as possible. The planting scheme will be prepared by the contractor for full year. Seeds and seedlings shall be planted and other care and maintenance should be done by the contractor. Any damage to the seedlings/flowers will be made good by the contractor only. Regular maintenance of pots plants in nursery including shifting of pots plants, re-potting, watering and arranging of pots plants at designated places etc.

**Nursery:**

The contractor will maintain the horticulture nursery and potted plants therein by doing all horticultural operations like weeding, hoeing, watering, mixing of manure and fertilizer including application of plant tool, spraying of insecticides, pesticides, fungicides, etc and preparation of seedlings by sowing of seeds, bulbs, rhizomes, cuttings, grafting, layering, gootying, etc., and plantation of seedlings in pots and shifting of potted plants as and when required for replacement at various places in the Campus or as instructed by the In-charge horticulture.

All the potted plants in the nursery are to be maintained, damaged or broken pots need to be replaced with similar items by the contractor. Watering, murmuring, keeping properly the plants in the pot, re-potting of plants will be required. The pots should be neatly painted in red snowcem colour at least once in three months or on important occasions such as annual convocation, valedictory function and visit of dignitaries or as instructed by the In-charge horticulture. The costs of new earthen pots and plants will be borne/ paid by Jamia Hamdard.

**Material at Site and Stores:**

The Jamia Hamdard will provide a suitable place to store garden machinery, tools, chemicals etc. preferably within the vicinity of nursery. The contractor must ensure that all garden machine/tools/ hose pipes etc. are removed from the site during off hours. Any loss, damage to the machinery by any reason including theft etc. shall be responsibility of the contractor.

**Repairs:**

The contractor shall carry out all minor repairs to garden features damaged due to digging in the area, negligent handling by the stag, excessive erosion caused by watering/rains and all replacements of plants that die unhealthy, unsightly or of impaired condition, to be made good as soon as practicable after damage is evident. Any replacement/substitutions suggested by Jamia Hamdard shall be done by removal of existing plant material, etc. making pits for new ones and actual planting. The cost of repairs of Motors and Pumps fixed at various places and used for irrigation will be borne by Jamia Hamdard.

**Protection of Gardens:**

The contractor must take adequate precautions and handle the work carefully to protect the various garden features from damage by his staff and also protect the garden features from other agencies and vandalism. Sign boards etc. fixed in the garden area must be protected from any damage by the garden staff. The Contractor must report to In-charge Horticulture immediately any occurrence / any damage to garden features by accident or other natural calamities. The damage caused to the garden features by natural calamities and accidents will be made good by the contractor by engaging existing labour for the maintenance work but the plant material required will be arranged by the Jamia Hamdard.

**Right to Collect Plant Material:**

The contractor is forbidden to remove, sell, or gift any item from the garden area to any person or organization without the prior written permission of the In-charge Horticulture.

**Precautionary Measures:**

The contractor must take all necessary precautions for carrying out the above operations. In the event of any injury/accident to any person(s) damage to Government or private properties, the responsibilities and liability will be entirely on the contractor.

**Certificate of work done, payments and penalties:**

All payments to the contractor shall be based on the monthly bills submitted by the contractor and supported with certificate of work done and verified by In-charge Horticulture. In case the contractor fails to carry out the instructions, the costs of work not done will be deducted from the monthly bills of the contractor as proposed by the Incharge Horticulture. All other landscaping maintenance works which are not specifically mentioned in the tender document but are relevant as per the standard horticultural practices shall be carried out as instructed by the In- charge horticulture.

**Tools and Plants/Agriculture Machinery:**

All the tools and plant/agriculture machinery required for the proper maintenance of the landscape works is to be arranged by the contractor including hose pipes manual or electric driven lawn mowers, manually opened sprayers etc.

**Minimum Requirement of Machines and Tools & Plants for Day to Day Horticulture Work**

S. No.	Name of Machines and Tools/ Plants	Nos.
1.	Heavy Duty Tractor	1
2.	Tractor trolley	1
3.	Water Tanker	1
4.	Power lawn mower of 20"/24" size	2
5.	Manual lawn mower of 12"-14size	2

6.	Manual Trolley Rickshaw	2
7.	Spray Machine (for spraying of insecticide chemical)	2
8.	Water pipe for watering purpose 25mm diameter	500 mt
9.	Water motor pumps of 2 HP (with the two set of water pipe & sprinklers)	2
10.	Chainsaw (Electric/diesel operated)	2
11.	Bush Cutter motorised (diesel/electric)	2
12.	Phawda / Spades with handle	12
13.	Hedge cutter of 16''size (2 Nos. powered & 2 Nos. manual operated)	4
14.	Plant cutter / Secateurs	2
15.	Tasla (steel made)	12
16.	Khurpa (in good condition)	20
17.	Water Cane	12
18.	Aari / Ripsaw/	2
19.	Dab/ Wood Cutter	6
20.	Garden sword / Grass cutting, Talwar with handle	12
21.	Datali / Garden rake with 6' long handle for collecting grass	6
22.	Gaiti with handle	6
23.	Axe with handle	6
24.	File (Reti) of required shape and size	6
25.	Ladder double fold(15 feet)	2

**Note:**

1. The list, as mentioned above is not exhaustive/ comprehensive. Any other tools or plants as required for the work can be called for upon by the In-charge Horticulture and contractor shall duly arrange such tools or plants etc., as called for/required.
2. The above listed tools must be in working condition at all times in Jamia Hamdard during currency of contract. During the course of inspection, any tool not found in working condition must be replaced/ repaired to be maintained the required quantity by the contractor within 3 days from the date of Inspection. If the contractor fails to do so, the recovery as per the following rates will be made from his monthly bill. S. Nos. 1 to 11 Rs.200/day and Rs. 15/day for S. Nos. 12 to 25.
3. The surprised inspection/checks may be conducted any time by In-charge horticulture at site store (which will be maintained by contractor) ensure the working condition of tools.
4. If the diesel/petrol required for the functioning and operation of power based equipments & tools is not provided by the contractor to his workers in time making such equipment non-functional, then Jamia Hamdard will provide the required quantity of diesel/petrol and the charges for the consumption of diesel/petrol will be recovered from the monthly bill of contractor. In addition to the above, Rs.500/- per incident will also be recovered from the contractor's bill on account of such fault.

**Termination of Contract:**

Not with standing anything mentioned in the standard conditions of the contract or elsewhere, the Jamia Hamdard reserves the right to terminate the contract without assigning any reason at any time during the period of contract by giving the contractor one month notice to this effect.

**CONTRACTORS SIGN AND SEAL**  
(As acceptance of the above term & condition)



## PERFORMA FOR TECHNICAL BID

1.	Reference cost of tender document (Demand Draft amount of Rs. one thousand).	No.-----Date-----
2.	Reference of Ernest Money (Demand Draft amount of Rs. Fifty thousand).	D.D. No. -----Date-----
3.	Registration of the Firm (enclosed the attested copy of registration Certificate)	No..... Date ..... From ___ Date ____
4.	EPF Registration Certificate (Enclosed Attested copy of EPF Registration Certificate)	No..... Date ..... From.....Date.....
5.	ESI Registration Certificate (Enclosed Attested copy of ESI Registration Certificate)	No..... Date ..... From.....Date.....
6.	Permanent Account Number issued by the Income Tax Department (Enclosed attested copy of PAN)	No..... Date ..... From.....Date.....
7.	GST Registration Certificate (Enclosed attested copy)	No..... Date ..... From.....Date.....
8.	Turnover of last 3 financial years. (Enclosed attested copies of balance sheet per year)	No..... Date ..... From.....Date..... From.....Date..... From.....Date.....
9.	Performance Certificates of Development & Maintenance of Lawns/Parks & Herbal Garden issued by the Managing Director/ authorities against the work executed or in working in Universities, Hotels or in corporate offices. (attached the copies)	No..... Date ..... From.....Date..... From.....Date..... From.....Date.....
11.	Declaration of Machines and tools & plants as mentioned in the tender document to be used for maintenance of Lawns/Parks & Herbal Garden and keeping the same in Jamia Hamdard in working conditions.	
12.	Firm should have own nursery in Delhi/NCR. For storing of plants and prepare the new plants etc.	..... .....

CONTRACTORS SIGN AND SEAL

**FINANCIAL BID**

I.....Proprietor/Partner/authorized person of

M/s..... understand

the work, the terms and conditions as entered in the tender document and will duly see the Lawns/Parks & Herbal Garden for maintenance. I also bound to abide by all the terms and conditions as entered in the tender document.

The charges per month shall be for the complete Maintenance of Park/Lawn & Herbal Garden at Jamia Hamdard Campus which includes deployment of sufficient workers/malies (Gardeners), supervisor, payment of minimum wages with E.S.I., P.F., weekly off, all to eligible workers and other terms and conditions as mentioned in the tender document, to maintain and developed the lawns/ parks of high quality or as directed, that includes all applicable taxes, disposal of garbage, all tools & plants, seasonal plants, fertilizers, medicines, sprinklers, grass cutting machines, flexible pipes for watering and other obligations under the law including the disposal of waste/ garbage at instructed place in campus. I shall indemnified the Jamia Hamdard for all liabilities such as the workers payment, E.S.I. P.F., Bonus, compensation and other liabilities that arises during the contract and in future and I state and confirm that Jamia Hamdard shall not liable in any circumstances whatsoever. I also affirmed/understand that no extra payment shall be made on any account except approved and specified.

**FINANCIAL BID**

S. No.	Description	Contract Period	Billing Unit	**Total Amount for one month
1.	Providing parks, lawns & herbal garden maintenance and horticulture services including the cost of all necessary manpower, tools, machineries, consumables etc. required for providing services as per the Terms and Conditions and Scope of Work.	One Year	Monthly	
2.	GST (If Applicable)	18%		
			Total Rs.	

\*\* Amount should include minimum wages, EPF, ESIC, Bonus, escalation on account of increase in minimum wages, profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes garden tools, garden machineries required, uniform, consumable (manure, pesticides etc.) etc.

Note: The amount should be both in figures and in words without any over writings/cuttings.

Minimum Malies/ workers shall be throughout in the month .....

Minimum Supervisor shall be throughout in the month .....

**CONTRACTORS SIGN AND SEAL**