



**Dedicated Freight Corridor Corporation of India Ltd
(A Government of India Enterprise)**

TENDER DOCUMENT

Name of Work: Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.

**Tender No.: HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)
(Participation through IREPS only)**

July-2025

Registered Office:

**Dedicated Freight Corridor Corporation of India Limited
5th floor Supreme Court Metro Station Building Complex
New Delhi-110001**

Corporate Office

**Dedicated Freight Corridor Corporation of India Limited (DFCCIL),
DFCCIL Corporate Office Building,
Sector-145, Noida, UP-201306
Phone: +91-120-2216666; Fax: +91-11-23454701**

TABLE OF CONTENTS

S. No.	Description	Page No.
1	Disclaimer	3
2	Section 1- Notice Inviting Tender (NIT)	4
3	Section 2 –Instructions to Bidders	7
4	Section 3- General Conditions of Contract	24
5	Section 4- Scope of Work	36
6	Section 5- Special Conditions of Contract	39
7	Check List for Documents to be Submitted	47
8	Form-1-Format for Covering Letter of Tender Form-1.1 Deviation Statement	49
9	Form-2- Bid Security	53
10	Form-3- Bidder Information	55
11	Form-4- Bidder Net Worth	57
12	Form-5- Bidder Annual Turnover	58
13	Form-6- Bidder Work Experience	59
14	Form-7- Current Liabilities, Current Non-performance, Litigation Statement	60
15	Form-8- Eligibility Declaration	62
16	Form-9- Pre-contract Integrity Pact	67
17	Form-10- Performa for Affidavit	74
18	Form-11- Declaration for DFCCIL	75
19	Form-12 - Format for power of attorney to Authorized Signatory	76
20	Form-13- Format for Bank Guarantee	78
21	Form-14- Format for Contract Agreement	81
22	Form-15- Insurance Surety Bond for Performance Security	84
23	Section-6 - Financial Bid	87

DISCLAIMER

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ Successful bidder (s) and DFCCIL.

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided.

The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DFCCIL, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DFCCIL, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

Section - 1

NOTICE INVITING TENDER (NIT) (ONLINE on IREPS)

General Manager/Admin (DFCCIL), for and on behalf of the ‘**Dedicated Freight Corridor Corporation of India Ltd.**’ (DFCCIL) (referred to in this document herein after as ‘Procuring Entity’, as ‘Employer’ or as ‘Client’, all terms are synonymous), invites proposals (hereinafter referred as the ‘Bid(s)’, “Offer” or “Proposal”) for entering into a contract for the delivery of Non-consultancy Services- **Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in Corporate Office Building at Noida, Sector -145** (hereinafter referred to as ‘the Services’ or as ‘Works’). This Tender Document, reference number- **HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)**(hereinafter referred to as ‘the Tender Document’), gives further details;

1.0 Tender information System (TIS)

1.1	Tender No.	HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)
1.2	Name Of Work	Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida
1.2.1	Procuring Authority	GM/Admin/DFCCIL
1.2.2	Procuring Entity	Dedicated Freight Corridor Corporation of India Limited, located at -Dedicated Freight Corridor Corporation of India Limited (DFCCIL), DFCCIL Corporate Office Building, Sector-145, Noida, UP-201306
1.3	Type of Tender	Open tender through IREPS (Two Packet System-simultaneous receipt of separate technical and financial bids)
1.4	Contract period	From the Commencement date (Notified by DFCCIL represented by GM/Admin/DFCCIL) One Year and further extendable by One Year at the same Rates, Terms and Conditions at the discretion of DFCCIL from the date as specified in the Letter of Acceptance.
1.5	Estimated Cost of Work	Rs. 57,60,720 /-

1.6	Earnest Money Deposit (EMD) (Bid Security)	As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid security. Bid Security Declaration Form should be signed and deposited with the Tender Documents (Form - 2). Tenders received without Bid 'Security Declaration Form' shall be summarily rejected.
1.7	Uploading of NIT and Tender Document (Online)	As mentioned on www.ireps.gov.in .
1.7.1	Bidder's clarification	As in ITB-6
1.8	Last Date and Time of Submission of Tender (Online)	As mentioned on www.ireps.gov.in .
1.9	Date and Time of Opening of Tender (Online)	As mentioned on www.ireps.gov.in .
1.10	Tender/Bid Validity	Bids shall remain valid for a period not less than 120 days from the deadline for the Stipulated bid submission
1.11	Address for Communication	Manager/Administration, Dedicated Freight Corridor Corporation of India Limited (DFCCIL), Lobby Floor, DFCCIL Corporate Office Building, Sector-145, Noida, UP-201306 Mobile: 9560333188
1.12	Help Desk for E- Tendering	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at www.ireps.gov.in
1.13	Availability of Tender Documents	Tender documents can be downloaded from www.ireps.gov.in Tenderer who wishes to view Notification and Tender Documents can visit www.ireps.gov.in , DFCCIL's website www.dfccil.gov.in & Central Procurement Portal, www.eprocure.gov.in ; DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued up to seven days prior to bid submission deadline and placed on website www.ireps.gov.in only.

2.0 General

- i) Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website www.ireps.gov.in. Tender document may be downloaded from Indian Railways E-Procurement System portal.
- ii) Bidders/ Tenderers are requested to thoroughly peruse this tender documents and all the relevant documents considered relevant in context covering Contractual obligations, legal aspects, Taxation aspects or others.
- iii) Tenderers are advised to complete all submission related work well before the Time and Date for Submission of Tender Online.
- iv) Bidders need to have valid Class III Digital Signature Certificate with Firm's Name issued by licensed Certifying Authorities for registration with IREPS. They also need to have a computer with Internet browser (IE 6 to IE 9) and Internet connectivity. Without valid Digital Signature Certificate, User ID and Password, vendor cannot participate in E-tenders.
- v) Tenderers shall have to visit the IREPS Portal, select the appropriate bid number and upload electronically by scanning in PDF format duly filled and signed technical bid and financial bid documents by filling all the relevant columns with all the required enclosures. After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.
- vi) Corrigendum/Addendum to the Tender Document, if any, shall be issued/available online only. Prospective bidders are requested to view website/IREPS portal regularly. Employer/client-DFCCIL shall bear no responsibility towards any Bidder remaining unaware of any Addendum/corrigendum to this tender document.
- vii) Tender document is non-transferable. Tender received from Tenderer in whose name Tender Document has been issued, shall only be considered.
- viii) The Offer shall be valid as mentioned in IREPS on www.ireps.gov.in and extend further if required from time to time.

SECTION 2

INSTRUCTION TO BIDDERS (ITB)

- 1.0 This 'Tender Document' Document (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for delivery of the Non-consultancy Services- **Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145** (hereinafter referred to as 'the Services' or as 'Works'), as detailed in this Tender document-Section-4. Bidders must go through the Tender Document for further details. 'Tender Information Summary' (TIS) is appended to Section I: Notice Inviting Tender (NIT) for ready reference. The 'Services' may include incidental Goods and Works if so indicated. In this Tender Document, any generic reference to 'Services' shall be deemed to include such incidental Goods and Works. The Works/Services shall include any work which is necessary to implement the contract or is implied by the Contract
- 1.1 Section 2: "Instructions to Bidders" - ITB provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of Bids, and contract award.
- 1.2 This Tender/ Contract (after award of contract) shall be governed by Applicable Law which shall mean, all Indian Laws, Bye-Laws, Statutes, Rules, Regulations, Orders, ordinances, guidelines, Codes, Notices, directions, Judgments, decree.
- 1.3 **Confidentiality-** Information relating to the evaluation of Bidders' Bids and the resultant Bid Evaluation Results is confidential. As such, any information related with Tendering Process shall not be disclosed to the Bidders or any other persons, in any manner.
- 1.4 **Contacting Procuring Entity during the evaluation-**From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity, during the processing of bids, evaluation, bid comparison or award decisions, shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

2.0 The Scope of Work is given in Section-4. The quantities shown against each segment in the Tender Document are tentative and can increase/decrease as per the requirement of DFCCIL.

2.1 Bidder shall be deemed to have satisfied himself as to the correctness and Bidder's bid price [in percentage against total estimated cost] and shall be deemed to have based their bid price on the necessary information gathered and verified/authenticated from the factual assessment of all the relevant factors & surrounding conditions, on the site inspections, analysis of local conditions. The Bidder's Bid price shall cover the entire scope of the Works/ all the Contractor's obligations (Services and the incidental goods and works to be supplied -whether express or implied) / all financial implications, under the Contract and all incidentals thereto.

2.2 **Currencies of Payment-** the currency of bid and payment shall be in Indian Rupees. All payments shall be made in Indian Rupees only.

3.0 As mentioned in NIT, the salient detail features of the contract are repeated here as follows:

i.	Tender No.	HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)
ii.	Name of Work	Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.
iii.	Duration of Contract	One Year and further Extendable by One Year at the Same Rates, Terms and Conditions at the discretion of DFCCIL from the Date as Specified in the Letter of Acceptance.
iv.	Estimated Cost of Work	Rs. 57,60,720 /-
v.	Earnest Money Deposit (EMD) (Tender Security)	As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid security. Bid Security Declaration Form should be signed and deposited with the Tender Documents (Form -2). Tenders received without Bid 'Security Declaration Form' shall be summarily rejected.

vi.	Performance Security	5% of Total Contract Value in the form of Bank Guarantee to be submitted within 15 days from the Date of Issue of Letter of Acceptance (LOA).
vii.	Security Deposit/ Retention Money	Overall Security Deposit is 5% of Contract Value. This will be deducted 10% from each of the running bills till realization of the full amount.

3.1 **The Person Representing the Procuring Entity-** Bids are to be addressed to the DFCCIL represented by **GM/ADMIN/DFCCIL**. The Tender Inviting Authority (TIA) is the designated officer for uploading and clarifying this Tender Document. The contract may designate, as required, counterpart Contract Manager (or Contract Management Team).

3.2 The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity-DFCCIL.

3.3 The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

3.4 The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

3.5 This tender document does not permit the bidder to sub-contract a part of the contract for any items of services.

4.0 ELIGIBILITY CRITERIA: -

Preference to Make in India-

i) The Bidder should be Indian entity based & registered in India. It would be preferable, if the bidder has their office in, Noida, Delhi or Delhi NCR.

ii) It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. pursuant to Rule 153 (iii) of the General Financial Rules 2017, the Central Government may, by notification, provide for mandatory procurement of any goods or services from any category of bidders, or provide for

preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.

iii) Orders issued by the Government of India regarding eligibility to participate and for purchase preference to “Local Suppliers” to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement. As such, the provisions, as contained in Govt of India-Ministry of commerce and Industry-DOPT (Public Procurement section) Order no-P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19-07-2024, shall be applicable.

iv) **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. As Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

v) Bids with False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

vi) **Minimum Eligibility Criteria:** Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the ‘Eligibility’ /‘Qualification criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the ‘minimum Eligibility Criteria’ detailed herein under. After award of Works, Bidder shall inform the Client if there is any downward revision in the Bidder’s eligibility. Bidder shall submit a declaration about the ‘Eligibility Criteria’ compliance in **Form -8 – Eligibility Declarations**.

S. No.	Criteria	Documents Required (Authenticated/Self attested colored scan copies)
1	Bidder -an entity registered in India	Form-3 Registration Certificate
2	Conflict of interest	Form -8
2.1	Conflict of interest A Bidder seeking empanelment or any of its constituents shall not have conflict of interest. The BID Application of the Bidder found to have a	As above

S. No.	Criteria	Documents Required (Authenticated/Self attested colored scan copies)
	<p>conflict of interest shall be rejected. A Bidder seeking empanelment shall be considered to be in a conflict of interest with one or more parties in this Bid process, if, including but not limited to:</p> <p>a) they have controlling shareholders in common; or</p> <p>b) they receive or have received any direct or indirect subsidy from any of them; or</p> <p>c) they have the same legal representative for purposes of this Bid Application; or</p> <p>d) they have a business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or</p> <p>e) a Bidder cannot participate as a single entity or as a partner of JV in more than one Bid in this BID process. Participation by a Bidder in more than one Bid will result in the rejection of all the Bids in which the aforesaid Bidder is involved.</p> <p>f) a Bidder or its constituents participated as a Bidder in the preparation of the design or technical specifications of the contract that is the subject of the Bid Application; or</p> <p>g) a Bidder was affiliated for any period(s) during last two years before the date of issue of Bid Notification with a entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract or for providing Non Consulting Services or for providing Goods.</p>	
3	<p>Non-Performance of contract-Arbitration or Litigation</p> <p>The amount involved in Arbitration or litigation should not be more than 50% of The Latest Bidders' Net worth.</p>	Form-7
4	<p>Financial Eligibility</p> <p>The Bidders will be qualified only if they have minimum financial capabilities as below -</p> <p>(i) Bidder net worth- Bidder shall furnish data regarding 'Net worth', calculated as the difference of Total assets and total liability for the Last three Years, average of such Net worth values (for the</p>	<p>Form-4-Details of Bidder's Net worth in Last Three Financial Years and Current Financial Year [Three Financial Years 2022-23, 2023-24 and 2024-25 and Provisional Net worth for the year 2025-26], in Form-4, certified by Chartered Accountant. Copy of Audited</p>

S. No.	Criteria	Documents Required (Authenticated/Self attested colored scan copies)
	<p>last three FYs) shall be assessed which is required to be positive.</p> <p>(ii) Financial Turnover: The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.</p> <p>(iii) Liquidity: The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet a minimum cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid. In other words, the Bidder (if awarded the Contract) should be able to meet the cash flow requirements of this Works , in addition to meeting all their rest of financial obligations/liabilities, for at least, one month, even if, due to some reason, Employer does not release any payment to the Contractor.</p>	<p>Balance Sheets for Three Financial Years 2022-23, 2023-24 and 2024-25 & provisional accounts for 2025-26, also to be submitted</p> <p>Form-5-Details of Financial turnover in Last Three Financial Years and Current Financial Year [Three Financial Years 2022-23, 2023-24 and 2024-25 and Provisional turnover for the year 2025-26], in Form-5, certified by Chartered Accountant. Copy of Audited Balance Sheets for Three Financial Years 2022-23, 2023-24 and 2024-25 & provisional accounts for 2025-26, also to be submitted.</p> <p>Bidder to show on Form-5 (duly certified by Chartered Accountant)</p>
5	<p>Works experience</p> <p>The Bidder should have satisfactorily completed *at least one work of ‘Supply and Maintenance of indoor and outdoor Ornamental potted plants’ costing not less than 35% of the Advertised Tender Value of Work/service from the Central/ State Govt departments/ PSUs or any government department,</p>	<p>The Bidder has to submit Work order and completion certificate issued by client clearly depicting the amount, satisfactory services and period of services, as per Performa</p>

S. No.	Criteria	Documents Required (Authenticated/Self attested colored scan copies)
	in the last three previous financial years and in the current financial year upto the date of opening of the tender. <i>*Completed service contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of bid.</i>	given in Form-6 of the Tender Document.
6	The Bidder has to submit three completion/performance certificates of different Department/Ministries (from where the firm has worked for 10 years continually) duly obtained from Head of the Department/Ministry.	The Bidder has to submit three completion/performance certificate of different departments/Ministry (where the firm has worked ten years continually) duly obtained from head of department/Ministry
7	The bidder should have ownership of a nursery registered with Govt. Authorities for at least five years under Department of labour and must submit/upload the copy of registration certificate and documentary proof for ownership of nursery.	The bidder has to submit registration certificate and documentary proof for ownership of nursery.
8	a) The Bidder should be registered for ESI and EPF. b) The Bidder must be possessing GST Registration Number, PAN Card and Aadhar Card.	Valid Registration Certificate for ESI and EPF- Form-3 Certified Copy of GST Registration Number, PAN Card and Aadhar Card- Form-3
9	The Bidder shall submit “eligibility declaration” . Failure to submit the “Eligibility Declaration” shall result in summary rejection, without evaluating the bid, of the Bid.	Form-8
10	Pre-Contract Integrity Pact Bidder shall submit signed Pre-integrity Pact along with their Bid. Failure to submit the pre-contract integrity Pact shall result in summary rejection, without evaluating the bid, of the Bid. In case, the bidder is awarded the Contract, the Parties shall, prior to signing the Contract Agreement, execute The Pre-Contract integrity Pact on Non-judicial Stamp paper of appropriate value and get the document notarized by a competent Notary public. Such executed Pre-Contract Integrity Pact shall form the Part of Contract Agreement.	In Form-9 as attached with this document.

S. No.	Criteria	Documents Required (Authenticated/Self attested colored scan copies)
Note: Consortium bidding shall not be allowed at any stage for fulfillment of eligibility criteria.		

5.0 Bidder shall submit signed Check list along with Covering letter (Letter of Bid) in **Form-1**

6.0 SUBMISSION OF E-TENDER: -

6.1 Tender Document Obtaining Process

6.1.1 It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in), in the name of the person who will submit the Online tender and is authorized to do so.

6.1.2 www.ireps.gov.in is the only website for submission of tender. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on www.ireps.gov.in

6.1.3 Language of the Bid-English

6.1.4 Acquaintance with Local Conditions and Factors-The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarise himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, infrastructure, logistics, communications, the legal, environmental, and any other conditions or factors, which would have any effect on the performance of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. Procuring Entity/Employer/Client shall have no responsibility and shall not entertain any request from the bidders in these regards.

6.1.5 Cost of Bidding- The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids.

6.1.6 Interpretation of Provisions of the Tender Document- The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or between-the-lines interpretation is unacceptable.

6.1.7 Bid Validity-1) Bids shall remain valid for a period not less than 120 days from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.

2) In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.

3) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

6.1.8 Bid Security –

1) As mentioned in NIT-1.6, In lieu of Bid Security, all Bidders shall furnish/ upload a Bid Securing Declaration (BSD) as **Form 2: Documents Relating to Bid Security**, along with its Technical bid. The BSD is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.

2) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:

(a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or

(b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:

i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.

ii) fails or refuses to sign the contract.

3) Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:

(a) receipt by Bidder of the Procuring Entity's notification

i) of cancellation of the entire tender process or rejection of all bids **or**

ii) of the name of the successful bidder **or**

- (b) **forty-five days** after the expiration of the bid validity or any extension thereof.
- (c) The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and signed the Agreement.
- 4) **Non-compliance with these provisions**-Bids are liable to be rejected as non-responsive if a Bidder:
 - 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in this Tender Document or gives evasive information/ reply against any such stipulations.
 - 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.
- 5) **Relationship between Bidder and eProcurement Portal** -The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organization hosting the IREPS-e-procurement portal (hereinafter called the Portal).

Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

- 6) **Contract Period**-As mentioned vide **NIT-1.4**, the contract Period for which the Service shall be contracted shall be one year after **commencement of Services**, unless terminated earlier as per the contract. In addition, at the option of the Procuring Entity, the contract period may be extended by one year, at the same terms and conditions. Notice of renewal shall be provided by physical/ digital means to the Service Provider no later than thirty (30) days before the contract end.

6.2 Submission of Offer

- 6.2.1** All the required documents as mentioned in Check list shall be uploaded to the E-Tendering web site www.ireps.gov.in within the period of bid submission.
- 6.2.2** The detailed instructions of e-tendering can be read through website www.ireps.gov.in.

- 6.2.3 The Addendum/Corrigendum, if any; shall be hosted on the website www.ireps.gov.in only.
- 6.2.4 It is reiterated that Prospective Bidders are requested to, first, carefully & thoroughly, peruse the contents of this Tender document and prepare their Bid, in terms of the provisions/stipulations, as made in this Tender document. In Case of any doubt, Bidders' are requested to seek clarifications, adopting procedure, as mentioned in this tender document.
- 6.2.5 No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as mentioned in Sub Clause below). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information—otherwise, the bid shall be rejected as nonresponsive. Bids shall be received only *Online* on or before the deadline for the bid submission as notified in TIS
- 6.2.6. Bidder must upload self-attested scanned copies of originals. Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/legibility of the scanned documents uploaded by him.
- 6.2.7. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award. Bidder shall keep originals of each and all the documents forming their bid and shall produce the same to the Client for inspection and verification whenever asked in writing. If awarded the Contract, the bidder shall submit , prior to signing of Contract, the entire Bid along with all the supporting documents in originals to the Client for incorporation in the Contract such as jointly executed Pre-Contract integrity Pact, all the undertaking/ declarations given by the contract
- 6.2.8. Bidders shall be required to submit covering letter (Letter of Bid), in **Form-1** along with Form-1.1, of their Bid submission and other relevant documentation, as necessitated and required to be submitted in this BID Document. he Bidders shall provide the bidder's information in **Form-3** along with authenticated copies of the all the supporting documents, as required therein.
- 6.2.9. It is a mandatory precondition that each and all the pages of the Bid submission shall be uniquely numbered and self-explanatorily, cross-referenced. The cross Referencing of all the pages shall be visibly reflected [the specific Page number, at which 'a clearly described Document' is placed in the BID Application, shall be required to be mentioned, clearly, in "Check List"] appended just after the aforesaid Covering Letter, to facilitate the Client in ready referral.
- 6.2.10 In case scheduled date is declared as holiday, tender must be loaded on the date and time as mentioned in IREPS portal. The date and time of the e-Procurement

server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission.

6.2.11 Bidders are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.

7.0 After award of contract to the Successful Bidder, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.

8.0 For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:

- (i) Financial Bid.
- (ii) Notice Inviting Tender.
- (iii) Special Conditions of Contract.
- (iv) Scope of Work.
- (v) Instructions to Bidders.
- (vi) General Conditions of Contract

For example, if any Item is found common in Special Conditions of Contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same Item.

9.0 Bidder must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document. Complete Tender Document along with Addendums, Corrigendum and Documents as specified in the Tender Document. The information furnished shall be complete in itself. No page of this Tender Document shall be removed and the set must be submitted as it is.

10.0 Submission of a tender by a tenderer implies that he has read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.

11.0 DFCCIL reserves all rights to reject any tender including those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.

12.0 The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document and other terms and conditions as

mentioned in the Tender Document. However, DFCCIL reserves the right to seek any clarification from the bidder.

13.0 Modification/Substitution/Withdrawal of Bids:

- i) The Bidder may modify, substitute or withdraw its E-Bid after submission, prior to Last Date & Time for Tender submission as per terms and conditions prescribed on IREPS portal.
- ii) Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. For modification of E-Bid, Tenderer has to detach its old bid from e-tendering portal and upload/ resubmit digitally signed Modified E-Bid
- iii) For withdrawal of tender, tenderer has to click on withdrawal icon at www.ireps.gov.in before withdrawal of a bid, The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening.
- iv) No bid shall be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce Bid Securing Declaration , in addition to other punitive actions provided in the Tender Document for such misdemeanour .

14.0 Opening and Evaluation of Bids:

- (i) E-Tender shall be opened at the Corporate Office of DFCCIL at the time and date as specified in Section–I (Notice Inviting Tender).
- (ii) The Authority shall Open Bid Documents received in electronic form online as per date and time mentioned in IREPS portal in the presence of Tenderers or their Authorized Representatives who choose to attend.

15.0 The Tenderer must submit the original Power of Attorney of authorized signatory signing the Tender Document as per format given in **Form-12** or the Xerox copy of Power of Attorney duly attested by Notary Public. In case, Xerox copy is submitted, original power of attorney shall be presented for scrutiny as and when required by the DFCCIL.

16.0 EVALUATION OF TENDER:

- (i) The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document. The evaluation of the tenders will be done on the basis of fulfillment of Eligibility Criteria mentioned in the bid document for complete work and other terms and conditions mentioned in the Tender Document. The reasons for selection or rejection of a particular tender will not be disclosed.

ii) Clarification of Bids and shortfall documents-

- 1) During the evaluation of Technical Bids or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.
- 2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
- 3) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

iii) Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids-

- i) Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the Portal and individually to all participant bidders.
- ii) As mentioned in the preceding narration, the bidder shall quote bid cost (On Estimated Cost of Work) in the Financial Bid online. The rates quoted shall include all Financial implications such as Strimming, Laying, Sweeping, Watering, Weeding, Applying Fertilizer, Pesticide, cleaning and planting of potted plants, transportation, replacement and all other charges. The bidder shall quote his bid in percentage of total value of the work (Above/At Par/Below of the Estimated Cost).
- iii) Financial Bids will be evaluated on total estimated cost of work indicated in Section-6 of Financial Bid for all Eligible Bidders which are fulfilling the Eligibility Criteria and other terms and conditions mentioned in the Tender Document.

- iv) If any bidder offers conditional discounts/ rebates in his bid or suo-motu discounts and rebates after the Bid Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts.
- v) The comparison of the responsive Bids shall be on total outgo from the Procuring Entity's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc. i.e. the offers shall be evaluated based on the GST rate, if any.
- vi) **Reasonableness of Rates Received-** Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub-clause or reject any or all Bids; abandon/ cancel the Tender process and issue another tender for identical or similar Services.
- vii) **Consideration of Abnormally Low Bids** -An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.
- viii) **Price Negotiation** -Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for delivery of Services and on whom the contract would have been placed but for the decision to negotiate

17.0 AWARD OF CONTRACT:

- i) **Selection of Successful Bidder(s)**-The Procuring Entity shall award the contract to the Bidder(s) whose bid(s) is Techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.
- ii) **Letter of Award (LoA)**- The successful Bidders, whose bid have been accepted, shall be notified of the award by the Procuring Entity before the expiration of the bid validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of

Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the contractor in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below.

iii) PERFORMANCE SECURITY:

- i) Within 15 days from the date of issue of the Letter of Acceptance (LOA), the Successful Tenderer shall furnish Performance Security in the form of a Bank Guarantee from any Nationalized Bank of India or Scheduled Bank of India for an amount equal to 5 % of the awarded contract value.
- ii) Failure of the Successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract. Value of Stamp Paper for Performance Security (Bank Guarantee) shall not be less than, as provided in the Stamp Duty Act.
- iii) Performance Security may be furnished in the form of Insurance Surety Bond [Form-15], Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee [Form-13 including e-Bank Guarantee] from a Commercial bank or online payment in an acceptable form safeguarding the Procuring entity's interest in all respects.
- iv) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- v) In case, successful bidder is keen to submit Performance security by way of an unconditional Bank Guarantee (PBG-Form-13). It shall be submitted as per the Performa given in Form-13 on a Stamp Paper. The cost of Stamp Paper shall be borne by the contractor.
- vi) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- vii) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- viii) When the contract is rescinded, the Performance Bank Guarantee (PBG) shall be en-cashed. In case of violation of Integrity Pact, the Performance Bank Guarantee (PBG) shall be en-cashed.

18.0 Signing of Contract- Within fifteen (15) working days of receiving performance security, the Procuring Entity & Contractor shall prepare, sign/execute the Contract Agreement duly.

- 19.0 Expiry of bid Declaring Declarations** -Upon the furnishing by the successful Bidder of the Performance Security, the Procuring Entity shall promptly notify the other Bidders that their Bids have been unsuccessful. The Bid Securing Declarations of unsuccessful bidders shall expire on receipt of this notification by them. The bid-Securing Declaration of the successful bidder shall expire when Bidder has furnished the required Performance Security and signed the Agreement.
- 20.0 Code of Integrity in Public Procurement, Misdemeanors and Penalties-**Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. As mentioned in previous narration, breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

SECTION 3

GENERAL CONDITIONS OF CONTRACT

1. Tenets of Interpretation-

Unless where the context requires otherwise, throughout the contract:

The heading of these conditions shall not affect the interpretation or construction thereof.

- (i) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- (ii) Words in the singular include the plural and vice-versa.
- (iii) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (iv) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- (v) Any reference to 'Services' shall be deemed to include the incidental Works/ Goods also.
- (vi) Any reference to 'Contract' shall be deemed to include all other documents
- (vii) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

2. Definitions-

- (i) "Beneficiary" (of Services/ Works) means the person for whom the Services/ Works are to be delivered as stipulated in the contract.
- (ii) "bid" (including the term 'tender', 'offer', or 'proposal' in specific contexts) means an offer to supply the scoped services along with incidental Goods and works (whether express or implied in this Contract) for successful implementation of contract as per the terms and conditions set out in this tender document.

- (iii) "Bidder" (including the term 'Bidder', or 'service provider' in specific contexts) means any person or firm or company, participating in a Tender Process.
- (iv) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- (v) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- (vi) "Contract" or 'Letter of Award – LoA' (letter or memorandum communicating to the contractor the acceptance of his bid) or accepted/ acted upon by the contractor means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
- (vii) "Contractor" ('Successful Bidder'(in specific contexts) or 'Supplier' or 'Service provider') means the person, firm, company, with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity),
- (viii) "Contract Manager" means the Procurement Officer or any other officer who has been assigned the authority to take all actions on behalf of the Procuring Entity during the execution of the contract by the contractor; - In the Case GM/Admin, being procurement incharge, shall represent DFCCIL and AGM/Admin shall be assigned/delegated the task of taking all actions on behalf of DFCCIL during the execution of the Project.
- (ix) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- (x) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
- (xi) "Materials" means all supplies, including consumables, used by the contractor for service performance or use by his staff.
- (xii) "Parties": The parties to the contract are the "Contractor" and the "Procuring Entity", as defined in this clause;
- (xiii) "Performance Security" means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;

- (xiv) “Procuring Entity” means the entity in The Procuring Organization procuring Goods, Works, or Services. In This Case procurement Entity/Employer/Client shall be DFCCIL.
- (xv) Services shall mean “**Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145, as scoped in this tender.**”

3. The Contract

- (i) **The Language of Contract-** shall be English. All correspondence and other contract documents, which the parties exchange, shall be written/ translated in that language.
- (ii) **Contract Agreement-** This Contract and its documents constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract.
- (iii) **Severability** -If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract
- (iv) **Parties** -The parties to the contract are the contractor and the Procuring Entity.
- (v) **Contract Documents and their Precedence-** As mentioned in the Contract agreement executed by the Parties.
- (vi) **Modifications/Amendments-** If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and jointly, signed by the Procuring Entity & the Contractor.

3.1 Governing Laws & Jurisdiction- This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

3.2 Jurisdiction of Court- The Parties agree that Delhi High Court shall have the jurisdiction to decide any dispute between the Parties.

3.3 Changes in Laws- if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract.

3.4 Communications -All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions. Both the Parties shall exchange the Contact details of the Authorized Persons acting on behalf of the respective Parties to facilitate the inter party communication.

3.5 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business-Any Change in Contractor's Structure shall be notified in advance by the contractor for Employer's approval which shall not be withheld unreasonably. The Proposed change can only be effected after seeking and obtaining the Employer's approval in writing.

3.6 Obligation to Maintain Eligibility and Qualifications- The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge.

3.7 Assignment and Sub-contracting- The contractor shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

3.8. Obligation to indemnify the procuring entity-

(i) In the course of **supply and maintenance of indoor and outdoor plants with planters** or arising in accordance with any labour laws or other Statutory Compliances or due to any other reason, the contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the contractor under this Contract.

(ii) The Contractor shall Accept full and exclusive liability for the **supply and maintenance of indoor and outdoor plants with planters**, and other

obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.

- (iii) If as a result of any claim arising out of any reasons stated in above or due to any negligence on part of the Contractor, if DFCCIL is made to pay any amount, then DFCCIL shall recover the same from the payment due to the Contractor or send a notice to the Contractor for refund of the same to the DFCCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice.

4. Statutory Compliances-

- i) The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.
 - ii) The Bidder shall comply all statutory requirements including compliance of LAWS, Acts, Rules and Regulations. The tender document shall be governed by the Indian laws both substantive and procedural laws. It is advised to further insert that “Applicable laws shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgements, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India
 - iii) **Obligations of the contractor under Labour Codes and Rules**-The contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.
 - iv) **Permits, Approvals and Licenses** -Whenever the delivery of Services and incidental Goods/ Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid.
5. **Accounting, Inspection and Auditing** -the contractor shall keep accurate and systematic accounts and records regarding the provision of the Services under

this Contract, as per accounting principles prescribed in India. the Procuring Entity reserves the right for 'Book Examination. the contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Officer or agency duly appointed and authorized by DFCCIL , any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document.

6.0 Facilities to be Provided by the Procuring Entity-Client shall provide no facilities to the Contractor under this contract

7.0 VARIATION:

- (i) The Parties agree that this Contract provides for further extension, at the Employer's discretion, of Service period beyond the one year stipulated Contract period , at the same terms and Conditions. The Employer shall notify the Contractor about the Extension and about the revision in the Contract period and the Contract Price. As a direct result of notification, the Contract period and the contract price would stand revised to that extent, notified. Contractor shall perform the services for the extended period at the same terms and Conditions and performance standards.
- (ii) Variation in each Item of Schedule of Rates and Quantities (both positive & negative) or as a whole (both positive & negative) is permissible under this contract. Same rates shall be applicable for each item of variation. No vitiation will be permitted.
- (iii) The Contract Manager, on behalf of the Procuring Entity, in consultation with the Contractor, order variations in writing to enlarge or extend, diminish, or reduce the Services. The contractor shall not be entitled to any compensation for any increase/reduction in the quantities of work but shall be paid only for the actual amount of work done.
- (iv) Further, SCC sub Clause 5.0 may be referred.

8.0 Prohibition of Smoking and Intoxicants: the contractor or his staff or any personnel employed by Contractor shall be prohibited from Smoking in 'No Smoking Zone' and in Public Places and also prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period.

8.1 Police Verification of Labour employed by Contractor: the contractor must submit Police Verification certificates in a format prescribed by the Police Department

(or as directed by the Contract Manager) for all contractual staff hired for delivery of Services for Procuring Entity.

8.2 Restrictions on the Employment of Retired Staff or Officers or Managers of Procuring Entity -Services within One Year of their Retirement: the contractor shall not, himself be a retired Government Manager of Gazetted rank, or engage any employee or associate who is a retired Government Manager of Gazetted rank, if such persons have not completed one year from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the relevant authority. If the contractor is found to have contravened this provision, it shall constitute a breach of contract and Procuring Entity shall be entitled to terminate the contract and avail any or all the remedies thereunder.

8.3 Removal of Contractor's Personnel on Orders of Contract manager - If the Procuring Entity finds that any of the Personnel have (i) committed severe misconduct or have been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the contractor shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person.

9.0 GST (wherever applicable) shall be paid as per applicability and based on Documentary Proof. As per GST Act, Anti Profiteering Measures shall be taken. Successful Agency shall pass Input Tax Credit to the DFCCIL and shall give Declaration within 3 days from the date of issue of Letter of Acceptance.

10.0 Payment Terms:

- (i) Payment shall be made on a Quarterly basis on duly receiving bills from contractor..
- (ii) GST (wherever applicable) shall be paid as per applicability based on documentary proof.
- (iii) Bill/Invoice shall be submitted in duplicate duly mentioning GST Registration number and signed and stamped by the contractor.
- (iv) Payment to the contractor shall be made through Electronic Clearing System (ECS). The Contractor shall submit complete bank detail/NEFT Mandate Form issued by their bank.
- (v) Tax Deducted at Source (TDS) will be deducted from the payment due to the contractor as per Central Government/State Government Rules/Norms as applicable.
- (vi) No advance payment shall be made.
- (vii) The contractor shall provide all the necessary details as required by DFCCIL for passing of Bill/Invoice.

11.0 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 shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the DFCCIL as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any condition under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

12.0 RESOLUTION OF DISPUTES AND ARBITRATION:

Any Dispute (of any kind whatsoever) which arises between the Parties in connection with, or arising out of, the Services Contract or the execution of the Works shall, first of all, be attempted to be amicably settled by the parties amongst themselves through Discussion / negotiation. Failing the Parties joint attempt at amicable settlement of dispute, Parties shall attempt through Conciliation .

1. Conciliation-

- i) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the " GM/Admin/DFCCIL " through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of Completion , as notified by the Employer.
- ii) The number of Conciliation shall be one i.e. Sole conciliator who shall be selected from the "List of Empaneled Arbitrators /Conciliators in DFCCIL (as on 01.10.2024)" as uploaded on DFCCIL Website by the DFCCIL.
- iii) Parties shall appoint Conciliator, within 30 Days of a Parties validly submitting their notice of Dispute for settlement through Conciliation. GM/admin shall, accordingly, notify the name of Conciliator to the Contractor.
- iv) The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

- v) Each party may, on his own initiative or at the invitation of the conciliator, submit to the Conciliator suggestions for the settlement of the dispute.
- vi) When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the conciliator may reformulate the terms of a possible settlement in the light of such observations.
- vii) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties.
- viii) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- ix) The conciliation proceedings shall be subject to / in accordance with the provisions of Part-III (Conciliation) of the Arbitration and Conciliation Act 1996 and its amendments thereof.

This Agreement shall continue to survive termination, completion, or closure of the Main Agreement (Services Contract) .

2. Institutional Arbitration

- (i) In Case Parties fail to reach settlement during the “Conciliation” attempted under the preceding **Section 13.1 above**, The Dispute shall be finally settled by Domestic Arbitration. The Parties agree that regarding the aforesaid Domestic arbitration, the following shall apply;
 - a) The Governing Law of arbitration- The Arbitration and Conciliation Act 1996 (as amended)
 - b) The Procedural Rules of Arbitration- Delhi International Arbitration Centre (Arbitration Proceedings) Rules, 2023 [DIAC Rules]
 - c) The seat of arbitration- New Delhi
 - d) The Number of Arbitrators- three

Parties agree to refer their disputes to the DIAC for arbitration. Party shall notify their request for arbitration. When a reference to arbitration is made to DIAC in accordance with law, the parties shall be deemed to have agreed that the arbitration shall be conducted and administered in accordance with these DIAC Rules, as amended from time to time.

- (i) Arbitral tribunal shall consist of three Arbitrators. Parties shall appoint, in terms of section 8.5 of DIAC rules, their Arbitrator. the Claimant shall appoint its Arbitrator at the time of filing the request and the Respondent shall appoint its Arbitrator at the time of filing of its response to the Request for Arbitration, and the two Arbitrators

shall within 21 days, appoint the Presiding Arbitrator. Where the parties fail to appoint their respective Arbitrators or where the Arbitrators appointed by the parties fail to appoint the Presiding Arbitrator, in terms of DIAC Rule 8.5, then within 21 days thereof, the DIAC Chairperson/ Sub-Committee shall appoint the Arbitrator/ Presiding Arbitrator as the case may be (DIAC rule-8.6).

(ii). The Arbitral Procedure- the Arbitration shall be done, under the relevant DIAC procedural rules, by the appointed three-member Arbitral tribunal.

(iii) Cost of Arbitration and fees of the Arbitrator(s)

The concerned parties shall bear the cost of arbitration. The cost shall inter-alia include fees of the Arbitrator. The fees payable to the Tribunal and the administrative costs of DIAC shall be fixed in accordance with the DIAC (Administrative Costs & Arbitrators' Fees) Rules, 2023. The Tribunal shall specify in the award the total amount of the costs of the arbitration. Each Party shall share one half (in equal share) the cost of the Arbitration, as decided by the Arbitral tribunal.

3. **Interest payable on the Arbitral award-** Parties agree that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

13.0 Default and Breach of Contract –

i) In case the supplier undergoes insolvency or receivership; neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Corporations' rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

a. **Default in Performance and Obligations:** if the Contractor, persistently, fails to deliver services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Corporation.

b. **Insolvency:** If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act.

- c. **Liquidation:** if the Contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager
- (ii) **Notice for Default:** As soon as a breach of contract is noticed, a show-cause '**Notice of Default**' shall be issued to the Contractor , giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the supplier would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, Employer , if so decided, shall by written Notice of Termination for Default sent to the Contractor, terminate the contract in whole or in part, without compensation to the Contractor. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the DFCCIL after that.

If there is an unsatisfactory resolution within this Notice period, the Employer shall, after Termination of Contract has taken effect, take one; or more of the following contractual remedies: -

(i) **Temporary withhold payments** due to the supplier till recoveries due to invocation of other contractual remedies are complete.

(ii) Encash performance security and may blacklist/ debar the bidder for a period of 02 years.

iii) **Risk and Cost Procurement:** In addition to termination for default, the Employer shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Contractor. Such 'Risk and Cost Procurement' must be contracted within six months from the breach of Contract.

14.0 Rights of DFCCIL:

DFCCIL reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract, without basically effecting the core of the contract.

15.0 IMPLEMENTATION OF INTEGRITY PACT:

- (a) To improve transparency and fairness in the tendering and contract management, DFCCIL has implemented the Integrity Pact.
- (b) Integrity Pact is to be signed by the successful bidder and the DFCCIL Officer Incharge in the format enclosed at the **Form 9**.
- (c) The Integrity Pact shall commit the persons/officials on both sides, not to resort to any corrupt practices in any aspect/at any stage of the contract.

SECTION-4

SCOPE OF WORK

1. The Successful Tenderer(s) {Contractor(s)} shall **Supply and maintain about 1260 indoor and outdoor well developed ornamental potted plants** with average height of 1 feet to 5 feet, on hiring basis, for beautification/greening in DFCCIL Corporate Office Complex at Noida, Sector -145. All the potted plants/pots shall be supplied, maintained and replaced by the Contractor so as to remain fresh at any given point of time during the contract period.
2. Plants shall not be removed, without replacement, from the building without permission of Contract Manager.
3. The scope of work shall include Strimming, Laying, Transportation, Replacement, Sweeping, Watering, Weeding, Applying Fertilizer, Pesticide, cleaning of potted plants alongwith horticulture/landscaping of surrounded area.
4. The description of plants for supply includes:

SL	Description of Item	Season
1	Providing and Displaying Aster Hybrid variety in different colour, well developed with fresh & healthy foliage in full bloom 23 to 30 cm ht., in 20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Winter
2	Providing and Displaying Chrysanthemum double variety, well developed, having 45 to 60 cm ht., with 6 and above flowers with half blooming condition, fresh and healthy with bamboo stacking in 25 cm Earthen Pot and as per direction of the officer-in-charge	Winter
3	Providing and Displaying Dahlia double kenya variety in different colour well developed with 3 to 4 flowers in half bloom, good foliage stacked with Green painted Bamboo sticks, 45 to 60 cm height in 25 cm Earthen Pot/ Plastic Pot and as per direction of the officer-in-charge.	Winter
4	Providing and Displaying Gerbera Hybrid, well developed, with fresh and healthy foliage, fully blooms in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Winter
5	Providing and Displaying Marigold jaffri dwarf in different colour well developed with fresh & healthy foliage with 12 to 15 flowers in full bloom specimen plant 23 to 30 cm ht. in 20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Winter
6	Providing and Displaying Marigold jaffri orange/yellow/Russet colour well developed with fresh & healthy foliage with 40 to 50 flowers in	Winter

	bloom specimen plant 60 to 75 cm ht in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	
7	Providing and Displaying Pansy Hybrid Sakata well developed with fresh & healthy foliage with 3 to 4 flower in bloom in 20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in- charge.	Winter
8	Providing and Displaying Petunia hybrid different colour single well developed in full bloom in 20 cm Earthen/Plastic Pot and as per direction of the officer-in-charge.	Winter
9	Providing and Displaying Petunia hybrid different variety in different colour well developed with fresh and healthy foliage in full bloom in 25 cm Earthen Pot/Plastic Pot as per direction of the officer-in-charge.	Winter
10	Providing and Displaying Verbena in different colour having 30 to 45 cm ht., well developed with fresh & healthy foliage in bloom condition in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Winter
11	Providing and Displaying Celosia well developed fresh & healthy 20 to 25 cm ht. (attractive) multi branching at blooming stage in 20 cm Earthen Pot/ Plastic Pot and as per direction of the officer-in-charge.	Summer/ Rainy
12	Providing and Displaying Cosmos well developed fresh & healthy 20 to 25 cm ht. attractive colors multi branching at blooming stage in 20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Summer/ Rainy
13	Providing and Displaying Kochia well developed fresh & healthy 20 to 25 cm ht. lush green well shaped in 20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Summer/ Rainy
14	Providing and Displaying Sunflower single well developed 8 to 10 half bloom buds multi branched in fresh & healthy full stacked with green painted bamboo stick stacking in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Summer/ Rainy
15	Providing and Displaying Portulaca grandiflora Typically grows 3 to 12 inches (7.5 to 30 cm) tall and spreads 6 to 24 inches (15 to 60 cm) wide.	Summer/ Rainy
16	Providing and Displaying Gomphrena Typically grows 1 to 2.5 feet (30 to 75 cm) tall and 0.5 to 2 feet (15 to 60 cm) wide, depending on the cultivar.	Summer/ Rainy
17	Providing and displaying Lilly ball which grow up to 2 feet (60 cm) tall. The plant typically reaches 12 to 24 inches (30 to 60 cm) in height with a spread of 12 to 18 inches (30 to 45 cm).	Summer/ Rainy

NOTE: Above scope also include supply of 15 nos of bonsai ficus (5 to 10 feet). Apart from above, supply of any other types of potted plants (summer/winter) as and when required, shall also be provided by the Contractor.

5. All plant materials shall be healthy, sound and vigorous, free from plant diseases, insects, pests, or their eggs, and shall have healthy, well-developed root systems. Replacement of dead or decayed plants by new ones whenever necessary, free of cost, and maintaining ever fresh-looking garden landscape and keeping them in good condition till the entire contract period.

6. All plants shall be timely watered with provision of manuring, potting/repotting and painting of pots to look clean and neat all the time.
7. Replace the plants mortalities in case of natural plant death and due to negligence but not be held responsible to replace any plant mortality against damage done by natural calamities such as earthquake, Fire, Flood, and storm. All the labour and expertise are included in the scope of work. No extra payment will be made for carrying out routine documentary and preventive maintenance.
8. Rates quoted should be inclusive of all taxes. No cartridge will be paid for transportation of good i.e **Potted Plants** by DFCCIL.
9. Quality of all material should be of durable/good standard. The inferior quality material will be rejected outright without explanation.

SECTION-5

SPECIAL CONDITIONS OF CONTRACT

1.0 RESPONSIBILITY OF SUCCESSFUL TENDERER (CONTRACTOR)

- 1.1 The Contractor shall possess completion/performance certificates of different Departments / Ministries (from where the firm has worked for 10 years continually) duly obtained from Head of the Department/Ministry.
- 1.2 The nursery of the Contractor shall be registered with Govt. Authorities for at least five years under Department of Labour and must submit /upload the copy of registration certificate and documentary proof for ownership of nursery.
- 1.3 The Bidder should be an Indian entity based & registered in India. It would be preferable, if the bidder has their office in, Noida, Delhi or Delhi NCR.
- 1.4 The contractor shall press into service only good quality potted plants and in perfect condition as per DFCCIL requirement. The plants shall always be provided with clean and healthy condition.
- 1.5 The contractor shall engage well-behaved persons. The persons so engaged by Contractor must also observe all the etiquette, protocols and extend usual courtesy while performing the duty.
- 1.6 The contractor shall ensure compliance of all applicable laws and adhered to legal and labour provisions provided by Government of India which shall include Income Tax, Accidents, Employee State Insurance (ESI), Provident Fund, Minimum Wages Act, Contract Labour and Abolition Act etc.
- 1.7 The contractor shall ensure that only such adult workers whose antecedents and characters have been thoroughly verified, including Police Verification, are deployed for duty. The deployed workers shall be in possession of the same while on duty.
- 1.8 DFCCIL shall not be responsible nor liable to pay any compensation for injury/death caused to the workers in the event of any mishap/accident while on contractor's duty. In case of any third-party claim against DFCCIL for any act of the employees of the contractor, the contractor shall act as guarantor and indemnify DFCCIL completely of all claims and expenses.
- 1.9 No other person except Contractor's authorized representative shall be allowed into DFCCIL premises as per the requirement of the contract.

- 1.10 The Contractor shall be directly responsible for all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof.
- 1.11 The personnel engaged by the contractor shall be on duty of the contractor and under no circumstances shall be deemed to be on the duty of DFCCIL. DFCCIL shall have no relationship of Master and Servant or Principal and Agent or nexus of any kind whatsoever with such staff deployed by the contractor. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the contractor undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise.
- 1.12 The personnel engaged by the contractor shall be subject to security check by DFCCIL security staff while entering/leaving the premises. Such personnel shall have to abide by the instructions of the security staff and concerned officers of DFCCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed non-compliance of tender conditions.
- 1.13 The contractor shall in no case lease/transfer/sublet or appoint caretaker for services.
- 1.14 The Contractor shall keep indemnified and hold harmless DFCCIL and its top management, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this agreement or arising from any breach or non-compliance whatsoever by the Contractor or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises.
- 1.15 Successful Tenderer (Contractor) shall ensure complete compliance (in respect of the workers engaged by him) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour (Regulation and Abolition) Act, 1970, Employees' Provident Fund Act, ESI Act, Miscellaneous Provisions Act 1952 under Labour Laws, etc. and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Successful Tenderer (Contractor) would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.
- 1.16 The Successful Tenderer (Contractor) would comply with the statutory requirements; rules and regulations applicable to workers engaged by him including and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.

- 1.17 No relationship of employer and employee shall be entertained between the DFCCIL and the workers engaged by the Successful Tenderer (Contractor).
- 1.18 Successful Tenderer (Contractor) alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Successful Tenderer (Contractor) for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Successful Tenderer (Contractor) and Successful Tenderer (Contractor) shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 1.19 The Successful Tenderer (Contractor) shall maintain all registers and records required under various Acts/Statutory Provisions and also for execution of contract, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 1.20 Notwithstanding anything herein contained, the Successful Tenderer (Contractor) will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Successful Tenderer (Contractor) or of any persons deployed by it pursuant to the Contract.
- 1.21 Successful Tenderer (Contractor) shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Successful Tenderer (Contractor) to adhere to any statutory requirement, or to follow such rules, regulations, guidelines or procedures as may be required under any statute or directive.
- 1.22 The workers should be in proper Uniform with Name Badges and Photo Identity Cards at its own cost.
- 1.23 In case, the worker deployed by the Successful Tenderer (Contractor) is found to be suffering from any communicable disease or any disease which renders him unsuitable for the job he should be immediately replaced.
- 1.24 Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Successful Tenderer (Contractor) and the workers engaged by him.
- 1.25 Any failure or neglect in execution of work as per terms and conditions mentioned above shall entail cancellation of contract by competent authority without any prior notice to the contractor.

- 1.26 It is fully the contractor's responsibility to deploy qualified Supervisor and helpers with relevant experience.
- 1.27 Contractor will ensure consistency of work and workforce, correct troubleshooting, good workmanship, follow all safety procedures and will make all necessary efforts to maintain a healthy environment and reliable services.
- 1.28 It is purely the contractor's responsibility to get his staff acquainted with the site condition, operation and maintenance procedure, Equipment detail, Safety devices, Scope of work etc.
- 1.29 Contractor will ensure that the deployed staff should have basic qualification and capable of handling work as stipulated in scope of work.
- 1.30 In case of delay, repetition of work, non-compliance, inadequate staff etc. penalty will be imposed as per the penalty clause mentioned in terms and conditions.
- 1.31 Contractor will submit their detailed scheme to carry out the above work along with the tender. In case of error in typing, report of different figures, only stringent conditions will apply.
- 1.32 Daily Performance reports with real photos with watermark of date and time before the start of the work and at the end of the day should be submitted to the Contract Manager on daily basis.
- 1.33 Manager/Administration shall have the power of general supervision. He shall also have the authority to inspect and reject the items/material which does not conform to the desired standard and no payment shall be made for the rejected work.
- 1.34 If the contractor gives notice of termination of the contract within the period of the contract, the contract will be terminated, and his security deposit will be forfeited.

2.0 INSPECTION OF MATERIALS:

- (i) Inspection of the materials will be carried out by representative of DFCCIL, who will be designated as Officer In charge. The Officer In charge shall have the power of General Supervision/Inspection and can reject the work if it does not conform to the desired standard and no payment shall be made for the rejected materials. Decision of Officer In charge will be final and binding.

- (ii) The work will be carried out as per Terms and Conditions, Specification and Schedule of Rates and Quantities. The rates quoted by the contractor will be inclusive of all Labour & Material. No extra payment on any other account will be admissible to the contractor.

3.0 OBLIGATION OF DFCCIL:

~~sDFCCIL~~ DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Successful Tenderer (Contractor) and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

4.0 SPECIFIC PAYMENT TERMS AND CONDITIONS:

- 4.1 Payment shall be made quarterly only on presentation of the bill.
- 4.2 Deductions shall be made in terms of penalty clause against the bills pertaining to the days of unsatisfactory service and non-fulfillment of contract conditions, as reported by the user. The decision of DFCCIL shall be final in this regard.
- 4.3 Deduction towards income tax as applicable under Income Tax Act 1961 shall be made from all payments made to the contractor.
- 4.4 GST shall be paid wherever applicable based on documentary proof.
- 4.5 The contractor shall give consent in a mandate form for receipt of payment through ECS/RTGS/NEFT. Charges if any will be on account of the contractor. The contractor shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and Branch Code as appearing on MICR cheque issued by the Bank.
- 4.6 It may be noted by the contractor that bills having cutting and over-writing shall not be entertained unless authenticated by the user.

5. QUANTITY VARIATION & PRICE VARIATION:

- 5.1 No guarantee can be given of any definite volume of work which will be entrusted to the contractor at the beginning or throughout the period of the contract. The quantities shown are tentative and may vary as per the requirement of DFCCIL. Payment shall be made by DFCCIL as per the actual utilization of supplied/maintained plants only.

5.2 DFCCIL shall be at the liberty to increase/decrease the number of potted plants required and the same shall be acceptable to the contractor.

6.0 In case of any theft due to negligence of the contractor, loss shall have to be borne by the contractor.

7.0 PENALTY

i. In case of any **loss, damage, damage, defacement of DFCCIL property due to any acts of Contractor during discharge of contractual obligations**, DFCCIL, at its discretion, can deduct the total cost of damages or any part thereof from the bill of the contractor. The decision of DFCCIL in this regard shall be final and binding on the contractor.

ii. If the successful bidder is found in **breach of any of the terms and conditions** of the contract, the contract is liable to be terminated, and no payment will be made.

iii. The contractor shall **indemnify DFCCIL** on all accounts.

iv. In case of **poor performance** of the contractor, the contract is liable to be terminated.

v. Regarding the imposition of penalty, the decision of the DFCCIL shall be final and binding.

Penalty will be deducted from the due amount based on the nature of unsatisfactory service or non-compliance with the terms and conditions mentioned in the Tender Document/Contract Agreement, as follows:

S.No.	Description	Penalty
I	Potted plants not as per specifications (e.g., incorrect species, size, or quality as mentioned in the Tender Document/Contract Agreement) on any particular occasion.	Double the cost of a potted plant, as per accepted bid rate.
II	Potted plant found diseased or pest-infested and not treated/replaced within 24 hours of notification.	Double the cost per potted plant, as per accepted bid rate
III	Faulty, damaged, or incorrectly labeled pots or planters.	Double the cost per potted plant, as per accepted bid rate

IV	Potted plant not found clean, well-maintained, or without proper pruning/grooming, or with inadequate watering/fertilizing.	Cost of one Potted Plant per occasion as per accepted bid rate
V	In case of delay in delivery/non-delivery of potted plants for installation/replacement or withdrawal of plants without providing suitable replacement within 24 hours.	Cost per potted plant per day as per accepted bid rate
VI	Staff deployed by the contractor not carrying relevant documents (e.g., ID cards, necessary permits for plant transport, if applicable).	Cost of one Potted Plant per occasion as per accepted bid rate
VII	Non-availability of necessary tools, equipment, or materials for plant maintenance (e.g., pruning shears, watering cans, fertilizers, pesticides, and personal protective equipment).	Cost of one Potted plant per occasion as per accepted bid rate
VIII	Staff not in proper uniform or without Photo Identity Card.	Rs. equivalent to 0.5 plants
IX	Dis-Courteous/Undisciplined Behavior of the staff deployed for plant maintenance.	Rs. equivalent to 0.5 plants
X	Poor performance of staff including non-compliance with safety regulations or poor knowledge of plant care/maintenance.	Cost of one Potted plant per occasion as per accepted bid rate
XI	Non-Compliance of any other Terms and Conditions of Tender Document/Contract Agreement not specifically listed above.	Cost per plant per Occasion as per accepted bid rate subject to a maximum of Rs. 10000 per day (equivalent to approx.. cost of 3 plants in a year).

(In addition to the penalties for offences as mentioned above, the contractor shall have to replace the Potted Plant/Staff immediately as applicable).

NOTE:

(i) In case the **potted plants not provided on time or are not found in proper condition**, the plants would be returned for replacement, or DFCCIL would procure plants from another source. The cost incurred by DFCCIL shall be deducted along with the above penalty from the contractor's bill.

(ii) The **staff of the hired plant maintenance service** shall not behave in any way that may tarnish the image of DFCCIL. If two complaints are received against a particular staff member, the contractor shall have to provide a replacement, and the errant staff member shall not be deployed with any of the plant maintenance activities under this contract. If it is found that such a staff member is deployed elsewhere within DFCCIL premises under this contract, a penalty as decided by DFCCIL will be imposed on the contractor.

(iii) In case of **recurrent violations of terms and conditions** or due to continuous poor performance, the contract can be terminated as per the termination clause with forfeiture of Security Deposit and Performance Guarantee. DFCCIL will not be responsible for losses/damages caused to the Contractor, consequent to the termination of the Contract on account of non-performance or due to recurrent violations of terms and conditions.

CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

(TO BE SUBMITTED ALONG WITH COVERING OF BID-FORM-1)

In connection with our Bid for the Works- Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.

Tender No.: HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)

(Participation through IREPS only)

S. No	Documents to be Attached	Tick Yes/No	At unique Page number of the Bid#
1	The Covering Letter as per Form-1		
2	Deviations Statement as per form-1.1		
3	Document – Bid security- Bid security Declarartion- Form-2		
4	Bidder information- Form-3 along with support documents		
4.1	Bidder Registration in India Certificate		
4.2	Registration Certificate for ESI & EPF		
4.3	Certified Copy of GST No, PAN Card & Aadhar Card.		
4.4	Other certificates such as Certificate regarding Bidder's status as MSME or Start up, Local Content (Make in India) <i>-provide a exhaustive list here</i>		
5	Financial Eligibility-Bidder's net worth- Form-4 along with support documents such as Information duly certified by Chartered Accountant along with Audited balance sheets / Annual		
6	Financial Eligibility-Bidder's Annual Turn over & Liquidity- Form-5 along with support documents such as Information duly certified by Chartered Accountant along with Audited balance		
7	Experience eligibility – Form-6 along with support documents		
8	Bidder's Current liabilities, Current Non-performance, Litigation Statement- Form-7		
9	Bidder's Eligibility Declraration- Form-8		
10	Pre-Contract Integrity Pact- Form-9		
11	Performa for Affidavit Form-10		
12	Bidder's declaration regarding Taxation- Form-11		

S. No	Documents to be Attached	Tick Yes/No	At unique Page number of the Bid#
13	Format for Power of Attorney- Form-12		
14	Format for Performance security- Form-13		
15	Format for Contract Agreement- Form-14		
16	Format for Insurance Surety bond- Form-15		

Mention specifically, the ‘clearly & indelibly marked page number’ of the Our Bid.

This is to certify that above Check list submitted along with our Bid provides full details of various Forms along with their supporting Documents and also mentioning the specific Page of The Bid at which each Document appears, our Bid .

Important Notes:

- i. Documents, as referred above should be scanned and uploaded on www.ireps.gov.in.
- ii. The Complete Tender Document including Corrigendum/Addendums would be uploaded at website www.ireps.gov.in and after that attach the complete document in the particular tender.
- iii. Financial Bid which will be part of tender document in a separate section should be downloaded and must be uploaded after filling the rates etc. on www.ireps.gov.in.

Full Signature of Bidder's Authorized representative- Duly authorized to sign bid for and on behalf of Bidder..... <i>[mention -name & address of the bidder]</i>	
Name	
Designation	
Cell phone	
E Mail ID	

Bidder's Stamp

FORMAT FOR COVERING LETTER OF TENDER.
(On Letter Head of Firm/Company/Agency)

Bidder's Name _____
[Address and Contact Details]
Bidder's Reference No. _____ Date.....

To,

General Manager/Administration (CO)/DFCCIL
DFCCIL, Corporate office
Noida, Sector-145.

Sub: Submission of Our Bid for the Works Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.

Tender No.: HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)
(Participation through IREPS only)

We, the Bidder;

comprised by a single Entity (Mention the full Name of the Bidder with complete postal address) or by a JV comprised by [mention the full name of the JV with JV's Postal address , Name of Lead Partner , Name of First Partner and Name of second Partner (as applicable) along with their respective postal Addresses with their respective JV Participation percentage] and;

being represented (for all intent & purpose, in relation with this Bid) by Mr. [insert Name of Authorized Signatory with Designation; a duly Notarised Power of Attorney (POA), in whose Favour, duly executed, in **Form-12**, by the Bidder's Competent Authority (who has been Authorized by the Board of Directors (BoD) to delegate the Authority and issue 'Power of Attorney'), is attached along with this Bidder's covering Letter] , in full cognizance of and in complete agreement with the Tender Notification [Tender Notification no- **HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)**], except as mentioned / detailed in 'Form-1.1- Deviation of Statement', are, hereby, submitting our Bid, on IREPS portal. Our Bid is in strict accordance with/in compliance with the aforesaid Bid Document.

We, the Bidder, undertake, to aver that

a) We offer to deliver the subject Services of requisite Performance Standards and within stipulated time in conformity with the Tender Document.

- b) Bid Securing Declaration-We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide **Form-2: Documents Relating to bid security**.
- c) Abiding by the Bid Validity-We agree to keep our bid valid for acceptance for a period upto 120 days, as required in the Tender Document, or for a subsequently extended period, if any, agreed to by us,
- d) Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies - We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realize that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document.
- e) Our Bid has been prepared after thorough application of mind and due diligence.
- f) Our Bid is complete in all respect, in terms of referred tender Notification. All the required substantiating Documents have been attached and the required averments have been appended in this Bid.
- g) We, the Bidder, are, fully aware that We shall be, fully, responsible for any omission or any deficiency in information, required averments or documentation.
- h) We, the Bidder shall desist from submitting, after formally submitting of Bid, any information or any document unless specifically asked by the Employer/Client-DFCCIL.
- i) We, the Bidder, fully meet (in letter & spirit) the eligibility criteria, as stipulated in this tender document, as amended vide subsequently issued Addenda.
- j) We, the Bidder, undertake, to observe, at all times, the Indian laws against fraud and corruption, including bribery, in force at the time of Bid submission.
- l) We, the Bidder, unequivocally, convey that We have not been Blacklisted/Debarred/sanctioned by any Union Govt. / State Govt./ Ministry of Railways or associated / affiliate Offices. Further, We, the Bidder, are not ineligible for this Bid, under Indian Laws.
- m) We, the Bidder, hereby declare that all the information, statements, averments & Documents provided/made/attached in this Bid is correct and authentic. We, the Bidder are fully responsible for the correctness of the information, statements, averments & Documents, submitted by us and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to rejection of the our (Bidder's) this Bid or cancellation /annulment of the Contract (in case the Work is awarded to us-Bidder) with consequent Blacklisting/Banning of Business with us - Bidder for a period up to two years from the Bid submission date, as the case may be.

n) We the Bidder understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect any time even after award of the work that our Contract shall be cancelled with consequent Blacklisting/Banning of Business with us-Bidder for a period up to two years from the Bid submission date, as the case may be.

o) We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract.

p) Performance Guarantee and Signing the contract-We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Client/Employer-DFCCIL has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

q) We the Bidder ,fully, understand that DFCCIL-Client reserves the right to cancel any or all of the Bids without assigning any reason.

r) Signatories: We reconfirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted along with our Bid /Annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

Full Signature of Bidder's Authorized representative- Duly authorized to sign bid for and on behalf of Bidder..... <i>[mention -name & address of the bidder]</i>	
Name	
Designation	
Cell phone	
E Mail ID	

Bidder's Stamp

Deviations Statement

(Ref Form-1)

(To be submitted as part of Technical bid)
(on Company Letter-head)**In connection with our Bid for the Works- Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.****Tender No.: HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)**
(Participation through IREPS only)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Highlight in this Form any deviations, if any, from any provision of this tender Document ;

S.No.	Ref of tender document		Subject	Deviation/ Reservation /Exception	Justification
	Section	Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in this tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

Full Signature of Bidder's Authorized representative- Duly authorized to sign bid for and on behalf of Bidder..... <i>[mention -name & address of the bidder]</i>	
Name	
Designation	
Cell phone	
E Mail ID	

Bidder's Stamp

Form: Documents Relating To Bid Security

[Ref NIT – 1.6 & ITB 6.1.8, GFR – 170.(iii)]

Note: Submit as Form as part of Technical bid, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.

Bid Securing Declaration

(on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

To

DFCCIL

through

GM/Admin/DFCCIL (Head of Procurement)

Dedicated Freight Corridor Corporation of India Ltd-DFCCIL-Procuring Organization

[DFCCIL Corporate office – sector 145- Noida-UP-201301]

Ref: Tender No.: **HQ-ADMN0MISC(EOFC)/3/2025 (E-35426);**

Tender Title - **Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.**

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security. We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in DFCCIL-Procuring Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- i) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- ii) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:

(a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

(b) Fail or refuse to sign the contract.

Tender Document - Tender No.: **HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)**;

Tender Title -Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

1) receipt by us of your notification

(a) of cancellation of the entire tender process or rejection of all bids or

(b) of the name of the successful bidder or

2) forty-five days after the expiration of bid validity any extension to it.

Full Signature of Bidder's Authorized representative- Duly authorized to sign bid for and on behalf of Bidder..... <i>[mention -name & address of the bidder]</i>	
Name	
Designation	
Cell phone	
E Mail ID	

Bidder's Stamp

DA:.....

Ref-Bidder information

(Ref ITB)
 (To be submitted as part of Technical bid)
 (on Company Letter-head)
 (Along with supporting documents, if any)

Bidder's Name _____
 [Address and Contact Details] _____
 Bidder's Reference No. _____ Date.....

In connection with our Bid for the Works- Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.

Tender No.: HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)
(Participation through IREPS only)

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

Bidder's Name-

Corporate Identity No. (CIN):

1. Complete Postal Address:
2. Pin code/ ZIP code:
3. Telephone nos. (with country/ area codes):
4. Mobile Nos.: (with country/ area codes):
5. Contact persons/ Designation:
6. Email IDs

S. No.	Parameter	Document required in support Description of document attached	Attached Documents placed at Page no —of Bid
1	Year of Establishment in India	Self-attested copy of the Firm Registration	
3	GSTIN No.	Self-attested copy of GST Registration Certificate	
3.1	Type of GST Registration as per the Act (Normal Taxpayer, Composition,-Casual Taxable Person, SEZ, etc.)		
3.2	Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose		
4	PAN Card no.	Self-attested copy of PAN Card	

5	Trade Registrations and Licences We, the Bidder, say that we have the following registrations/ licences required for the performance of this Service. Authenticated copies of these are enclosed herewith: o EPF o ESI o Labour Licence o Any other required -----	
6	Authorization of Person(s) signing the bid on behalf of the Bidder [Bidder's Authorised representative] Full Name: _____ Designation: _____ Signing as: o A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor, o A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney, o A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association. o A Society. The person signing the bid is the constituted attorney.	

Documents to be submitted (in either of the options above): Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

Full Signature of Bidder's Authorized Representative-Duly authorized to sign bid for and on behalf of Bidder..... <i>[mention -name & address of the bidder]</i>	
Name	
Designation	
Cell phone	
E Mail ID	

Bidder's Stamp

Bidder's Net Worth**Ref- ITB (Minimum Eligibility criteria-Financial Eligibility)**

Name of Work: Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.

**Tender No.: HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)
(Participation through IREPS only)**

1. Bidder Name-

Financial Data	FY-1 (2025-26) Provisional	FY-2 (2024-25)	FY-3 (2023-24)	FY-4 (2022-23)
Net Worth (NW) (in crores of INR)				

Note –

- FY shall mean Financial Year. The data in the above Form shall be certified by the Independent Chartered Accountant.

Verified by Chartered Accountant		Full Signature on Claiming Bidder's round Stamp	
Signature on Stamp			
Date of CA's signature		Signature in initials	
CA's Name		Name	
CA's UDIN		Designation	
CA's firm		Cell phone number	
CA/CA's Firm Address		E Mail ID	
CA's contact number			

Bidder's Annular Turnover**Ref- ITB- (Minimum Eligibility Criteria-Financial Eligibility****Ref- Tender No.: HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)**

Estimated /advertised cost of the Works [C] =INR 57,60,720/-

Bidder Name-

Financial Data	FY-1 (2025-26) Provisional	FY-2 (2024-25)	FY-3 (2023-24)	FY-4 (2022-23)	aggregate financial turnover
Information from Audited Balance sheet					
Annual Turn over (in cr of INR)					

Certificate by Chartered Accountant-**ITB- Sub Para 4.(ix).(4).(iii) (Minimum Eligibility criteria-Financial Eligibility- Bidder's available liquidity Cash Annular Turnover**

We have thoroughly examined the Bidder's Balance sheets for the above mentioned FYs and Based upon our examination of balance sheets, it is certified that The bidder has access to or has available liquid assets, lines of credit and other financial means [*tick whichever is applicable and strikeout whichever is not*], as mentioned in the Table appended below, the financial equivalent of which is INR -----/-. This shall fully meet the minimum requirement of cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and banking reference are attached (as applicable)

Sn	Source of financing	Amount (In Lacs)

Note –

- The data in the above Form shall be certified by the Independent Chartered Accountant
- In Case of Bidder being, **JV**; Each Constituent Member (**Lead Partner and each of respective Partners**) shall be required to, separately, furnish data regarding '**Annual turnover**' in this **Form5**;

Verified by Chartered Accountant		Full Signature on Claiming Bidder's round Stamp	
Signature on Stamp		Signature in initials	
Date of CA's signature		Name	
CA's Name		Designation	
CA's UDIN		Cell phone number	
CA's firm		E Mail ID	
CA/CA's Firm Address			
CA's contact number			

Bidder's Work Experience
Ref- ITB (Minimum Eligibility criteria-Work experience

Ref- Tender No. : HQ-ADMN0MISC(EOFC)/3/2025 (E-35426), Title: Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.

Estimated /advertised cost of the Works [C] = INR 5760720 (Excluding GST).

35% of the [C] = INR 2016252/-

Bidder Name-

Sn	Contracting Entity- Employer	Contract title Contract Agreement number & Date	Commencement Date & Completion date	Contract Amount (in Crores of INR)	Role in Contract Whether successfully completed or substantially Completed -Status on 31-03- 2025	Contractual Payment received by the Claiming Bidder till 31-03-2025 (in Crores of INR)	Substantiating Documents placed at Page no — Of Bid submission
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]

Full Signature of Bidder's Authorized representative-Duly authorized to sign bid for and on behalf of Bidder..... <i>[mention -name & address of the bidder]</i>	
Name	
Designation	
Cell phone	
E Mail ID	

Bidder's Stamp

Current liabilities, Current Non-performance, Litigation Statement
(On company's letter head)

Ref- ITB- (Minimum Eligibility Criteria-Work experience

Ref- Tender No. : HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)

Tender Title -Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.

Bidder Name-

Current Liabilities-

Sn	Contracting Entity (Employer)	Contract title Contract Agreement number & date	Total Contract Value (In Crores of INR)	Outstanding, as on 31-03-2025, Value of the Balance Work	Estimated completion date	Average monthly invoice over last six month from March-2025 (in Lacs of INR)

Non performing Contract In Last five Years			
<p>○ Contract non-performance did not occur during the five years before the deadline for the bid submission as per the above criteria</p> <p align="center">Or</p> <p>○ Contract(s) not performed during the five years before the deadline for the bid submission</p> <p>as per the above criteria are listed below</p>			
Year	Non performed Portion of the contract	Contract identification	Total contract amount
	<i>Insert amount and percentage</i>	Contract identification: [indicate complete contract title, number, and any other identification]	

		Name of institution: [insert full name] Address of institution: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	
<p>Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes, the process or outcome of which the Procuring Entity could reasonably interpret may impact or have the potential to impact the financial or operational condition of Bidder in a manner that may adversely affect the Bidder's ability to satisfy any of its obligations under the contract as per Section VIII. Qualification Criteria Note: Bidder and each member of a Joint Venture/Consortium making up a Bidder must complete this table</p> <p>o No" Or Yes</p> <p>If Yes, Describe</p>			
Year	Matter in Dispute	Contract Identification	Value of Award
	[insert amount and percentage]	Contract identification: [indicate complete contract title, number, and any other identification] Name of institution: [insert full name] Address of institution: [insert street/city/country] Reason(s) for Dispute: [indicate main reason(s)]	

Full Signature of Bidder's Authorized representative- Duly authorized to sign bid for and on behalf of Bidder..... <i>[mention -name & address of the bidder]</i>	
Name	
Designation	
Cell phone	
E Mail ID	

Bidder's Stamp

Eligibility Declarations
(Ref ITB)

(To be submitted as part of Technical bid)

(On Company Letter-head) (Along with supporting documents, if any)

Ref- Tender No.: HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)

**Tender Title - Supply and Maintenance of indoor and outdoor plants with planters,
on hiring basis for beautification/greening in corporate office
Building at Noida, Sector -145.**

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]

Eligibility Declarations

We hereby confirm that we comply with all the stipulations regarding eligibility in this bid Document and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

1) Legal Entity of Bidder: _____

2) Bidder/ Agent Status: _____

3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
(a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons.

(b) (including our Contractors/ subcontractors for any part of the contract):

i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/or;

ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither

changed our name nor created a new “Allied Firm”, consequent to the above disqualifications.

(c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.

(d) We certify that we fulfil all the eligibility condition and if prescribed in Tender Document.

(e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

4) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;

b) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

[strike Out whichever part is not applicable or write “ not applicable, if the entire para does not apply to the bidder]

5) MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....

b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. *(Please specify names and percentage of shares held by SC/ ST Partners):.....*

[strike Out whichever part is not applicable or write “ not applicable, if the entire para does not apply to the bidder]

6) Start-up Status

we confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

7) Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local content and percentage(%)				
Locations of Value additions				

Therefore, we certify that we qualify for the following category of the supplier (*tick the appropriate category*):

- ☐ Class-I Local Supplier/
- ☐ Class-II Local Supplier/
- ☐ Non-Local Supplier.

We also declare that.

☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or

☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

[strike Out whichever part is not applicable or write “ not applicable, if the entire para does not apply to the bidder]

8)Averments regarding authenticity of information and documents (in support) given in compliance of minimum Financial eligibility and experience related eligibility

- (i) We declare that the name of the Consultant or any of its constituents is not on the list of “Poor Performer” of DFCCIL or Indian Railways along with any of its attached and subordinate offices or of any metro rail organizations in India as on the deadline for submission of EOI Application.

- (ii) We declare that financial data for period (stipulated in this tender document) including that for the latest concluded financial year are being submitted duly certified by Chartered Accountant / Company Auditor.
- (iii) We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (iv) We declare that the information and documents submitted along with our Bid are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
- (v) We understand that in case we cease to fulfil the requirements of qualifying and eligibility criteria at any time after submission / opening of Our bid and till finalization of this Tender , it will be our bounden duty to inform the Employer/Client/Procuring entity-DFCCIL of our changed status immediately and in case of our failure to do so, the Employer has right to reject our Bid. In case, post award of the Works, If such failure comes to the notice of Client-DFCCIL at any time after award of Works, it will lead to termination of the contract and forfeiture of Performance Security and any other Security as per the terms & Conditions of this Contract. We shall also be liable for Banning of Business dealings for a period of Two years from the point in time when the aforesaid failure comes to the Notice of The Client.
- (vi) We understand that if the contents of this affidavit are found to be false at any stage during Bid submission, Bid Evaluation, award of The Works and after award, during implementation of this Service Contract, it will lead to rejection of our Bid, cancellation of the Contract [as the case may be] . Further, we [insert name of the Bidder_____ understand that we shall be liable for banning of business dealings with DFCCIL & Indian Railways and any of IR Subordinate offices, for a period of two years from the point in time when the aforesaid misrepresentation comes to the Notice of The Client.
- (vii) WE declare that We shall never outsource/ sublet the Services/Works, as awarded, unless prior approval is sought and given by DFCCIL, in writing.

8)Penalties for false or misleading declarations:

We hereby reconfirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

Full Signature of Bidder's Authorized representative-Duly authorized to sign bid for and on behalf of Bidder..... <i>[mention -name & address of the bidder]</i>	
Name	
Designation	
Cell phone	
E Mail ID	

Bidder's Stamp

PRE-CONTRACT INTEGRITY PACT

(Ref ITB)

(To be submitted as part of Technical bid)

(On Non Judicial Stamp Paper & duly notarized) (Along with supporting documents, if any)

Ref- Tender No. : HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)

Tender Title - Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.

General

This Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2025, between, on the hand, the DFCCIL acting through Shri _____ (Designation of the officer), (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Designation/Chief Executive Officer) (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the CLIENT proposes to **Supply and Maintain indoor and outdoor plants with planters** and the Contractor is willing to offer/has offered for stores or works.

WHEREAS the Contractor is a Private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said **Supply and Maintenance of indoor and outdoor plants with planters** Contract at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure **Supply and Maintenance of indoor and outdoor plants with planters** Contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1 Commitments of the CLIENT

- 1.1 CLIENT undertakes that no official of the CLIENT, connected directly or indirectly will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Contractor either for themselves or any person, organization or third party related to the **Supply and Maintenance of indoor and outdoor plants with planters** Contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the **Supply and Maintenance of indoor and outdoor plants with planters** Contract.
- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDERS which could afford an advantage to that particular Contractor in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government/PSU office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) reported by the Contractor to the CLIENT with full and verifiable facts and the same is prime facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the **Supply and Maintenance of indoor and outdoor plants with planters** Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the **Supply and Maintenance of indoor and outdoor plants with planters** Contract would not be stalled.

2 Commitments of BIDDERS

Agency (Contractor) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the **Supply and Maintenance of indoor and outdoor plants with planters** Contract or in furtherance to secure it and in particular committee itself to the following: -

- 2.1 Agency (Contractor) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other

advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the **Supply and Maintenance of indoor and outdoor plants with planters** Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the **Supply and Maintenance of indoor and outdoor plants with planters** Contract .

- 2.2 The Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the **Supply and Maintenance of indoor and outdoor plants with planters** Contract or any other **Supply and Maintenance of indoor and outdoor plants with planters** Contract with the Government/PSU for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government/PSU.
- 2.3 Contractor shall disclose the name and address of agents and representatives and Indian Contractor shall disclose their foreign principals or associates.
- 2.4 Contractor shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 Contractor further confirms and declares to the CLIENT that the Contractor is the authorized Government/PSU sponsored agency and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the Contract to the Contractor nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The Contractor either while presenting the bid or during pre-contract negotiations or before signing the **Supply and Maintenance of indoor and outdoor plants with planters** Contract shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the **Supply and Maintenance of indoor and outdoor plants with planters** Contract and the details of services agreed upon for such payments.
- 2.7 The Contractor will not collude with other parties interested in the **Supply and Maintenance of indoor and outdoor plants with planters** Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the **Supply and Maintenance of indoor and outdoor plants with planters** .

- 2.8 The Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The Contractor shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the Contractor or any employee of the Contractor or any person acting on behalf of the Contractor, either or indirectly, is a relative of any of the officials of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the Contractor at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 2.13 The Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

3 Previous Transaction

- 3.1 The Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The Contractor agrees that if it makes incorrect statement on this subject, Contractor can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Security Deposit

- 4.1 Validity of Security Deposit shall be as per terms and conditions of the contract.
- 4.2 In case of the successful contractor a clause would also be incorporated in the Article pertaining to Security Deposit in the **Supply and Maintenance of indoor and outdoor plants with planters** Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Security Deposit in case of a decision by the

CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

- 4.3 No interest shall be payable by the CLIENT to the Contractor on Security Deposit for the period of its currency.

5 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the Contractor or any one employed by it or acting on its behalf (with or without the knowledge of the Agency) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-

- i. The Security Deposit (after the **Supply and Maintenance of indoor and outdoor plants with planters** Contract is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason, therefore.
- ii. To immediately cancel the **Supply and Maintenance of indoor and outdoor plants with planters** Contract, if already signed, without giving any compensation to the Contractor.
- iii. To recover all sums already paid by the CLIENT, and in cases of an Indian Contractor with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Contractor from the country other than India To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Contractor. However, the proceedings with the other BIDDER(s) would continue.
- iv. With interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Contractor from the CLIENT in connection with any other Contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Contractor, in order to recover the payments, already made by the CLIENT, along with interest.
- vi. To cancel all or any other Contracts with the Contractor. The Contractor shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the Contractor.
- vii. To debar the Contractor from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- viii. To recover all sums paid in violation of this Pact by Contractor to any middleman or agent or broker with a view to securing **Supply and Maintenance of indoor and outdoor plants with planters** Contract the contract.
- ix. In case where irrevocable Letters of Credit have been received in respect of any Contract signed by the CLIENT with the Contractor, the same shall not be opened.
- x. Deleted

- 5.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Contractor, if an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the CLIENT to the effect that a breach of the provision of this Pact has been committed by the Contractor shall be final and conclusive on this Contract. However, the Contractor can approach the Independent Monitors(s) appointed for the purpose of this Pact.

6 Independent Monitors

- 6.1 The CLIENT may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact (Names and Addresses of the Monitors are as under:-

Shri Hare Krushna Dash, IAS(Retd.) H. No 829, Sector -8, Gandhinagar, Gujrat -382007 M. No. 9825048286 (Email: hkdash184@hotmail.com)	Shri Muvvala Kondala Rao IFoS (Retd.) 201, Kalakunj-B, Cooperative Society, Lane-6, Dahanukar Colony, Kothrud, Pune, Maharashtra -411038 M. No. 9422161512 (Email: mkraomuvvala@gmail.com)
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- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitors notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.
- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and document of the Contractor with confidentiality.
- 6.7 The CLIENT will provide the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Contractor and the Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the CLIENT.

9 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10 Validity

10.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the **Supply and Maintenance of indoor and outdoor plants with planters** Contract to the satisfaction of both the CLIENT and the Contractor, including warranty period, whichever is later. In case Contractor is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the Contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11 The parties hereby sign this Integrity Pact at
_____ on _____

CLIENT
Name of the Officer
Designation
Dept./Ministry/PSU

BIDDER
(Service Provider)

Witness

1. _____
2. _____

Witness

Performa for Affidavit. {on the Letterhead of the Bidder}

(To be submitted as part of Technical bid)
(along with supporting Documents)

Ref- Tender No. HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)

Tender Title – Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.

I..... Proprietor/Director/Partner of the Company/Firm/Agency M/sdo hereby solemnly affirm that the Company/Firm/Agency, M/s..... has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

It is certified that the above information is true to the best of my knowledge, and nothing is hidden or misrepresented. If any information provided is proven to be false, incorrect, or misleading, the DFCCIL reserves the right to terminate the contract at any time without notice and to blacklist or debar from participating in future tenders.

Full Signature of Bidder's Authorized representative-Duly authorized to sign bid for and on behalf of Bidder..... <i>[mention -name & address of the bidder]</i>	
Name	
Designation	
Cell phone	
E Mail ID	

Bidder's Stamp

Declaration for DFCCIL

(To be submitted as part of Technical bid)
(along with supporting Documents- as applicable)

Ref- Tender No. : HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)

Tender Title - Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.

Bidder's name-

This is to confirm that I, _____ (Name of Authorized Person of Company/Firm/Agency), _____ (Designation of this Person) at _____ (Name of the Company/Firm/Agency), have passed the benefit of Input Tax Credit available on the _____ (goods/services) having HSN _____ supplied to the Dedicated Freight Corridor Corporation of India Limited after introduction of Goods and Services Tax w.e.f. 1st July, 2017.

Further, it is to confirm also that in case _____ (Name of the Company/Firm/Agency) will receive any further benefit in future after 1st July, 2017 by way of availing Input Tax Credits which were not allowed to be availed before 1st July, 2017 or reduction in Tax Rates or in any other manner which results in reduction of cost of the _____ Goods/Services supplied to the Dedicated Freight Corridor Corporation of India Limited, than we will pass that benefit to the Dedicated Freight Corridor Corporation of India Limited also.

Full Signature of Bidder's Authorized representative- Duly authorized to sign bid for and on behalf of Bidder..... <i>[mention -name & address of the bidder]</i>	
Name	
Designation	
Cell phone	
E Mail ID	

Bidder's Stamp

FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

(To be submitted as part of Technical bid)
(along with supporting Documents- as applicable)

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the Transporter/Taxi Operator/Company/Firm/Agency who is issuing the Power of Attorney)

We, M/s----- (Name of the Company/Firm/Agency with address of the registered office) hereby constitute, appoint & authorize Mr/Ms----- (Name & residential address) who is presently employed with us & holding the position of ----- as our Authorized Attorney to do in our name & our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the Works- : **Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.** [Tender No. : **HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)**] including signing & submission of information/documents, signing and submission of our Bid for the Works & generally do represent us in all the dealings with DFCCIL or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Contract Agreement is entered into with DFCCIL & thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds & things lawfully done by our said Attorney pursuant to the Power of Attorney & that all acts, deeds & things done by our aforesaid Attorney shall & shall always be deemed to have done by us.

We, the following signatories, unconditionally aver that we are fully authorized, to issue the

Dated this the-----day of -----2025

(Signature & name of authorized signatory)

(Signature & name in block letters of all the remaining partners of the Transporter/Taxi Operator/Company/Firm/Agency, Signatory for the Company)

Seal of Transporter/Taxi Operator/Company/Firm/Agency

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Note:

-To be executed by all the members individually.

- The mode of execution of the Power of Attorney should be in accordance with the procedure (duly attested and notarized), if any laid down by the applicable law & the charter documents of the executants(s) & when it is so required the same should be under common seal affixed in accordance with the required procedure.

Format of Bank Guarantee for Performance Security

[ITB ; GFR-171.(i)]

Bank Guarantee No.:.....

Dated:

To,

Beneficiary

Dedicated Freight Corridor Corporation of India Limited

Noida Sector -145

Pin-201306

Reference: Contract No....., awarded on

This deed of Guaranty made this day of _____ between _____ (name of Bank) having registered office at _____ and branch office at _____ (hereinafter referred to as “Bank”) of the one part and

Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. _____ for construction of _____

(hereinafter called “the contract”) to M/s _____ its registered office at _____ (hereinafter called “the Contractor”).

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs. _____ (Rs. in words).

Now, we the undersigned (Name of Bank official), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Rs. in words) as stated above.

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words) only.

We _____ (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (name of Bank) under this Bond 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.

We _____ (indicate the name of bank), to 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 Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____ (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under the guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we _____ (name of bank) unconditionally undertake to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we _____ (name of bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We _____ (indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the Employer against the said contractor and to forbear of enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

The expressions “the Employer”, the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

We _____ (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and be restricted to Rs. _____ (in words).
- ii) This Bank Guarantee shall be valid from to _____, unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before _____.

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of _____ being herewith duly authorized.

Bank Seal
seal

Signature of Bank Authorize Official with

Name:

Designation:

Address:

Witness:

- 1. Name
Designation
Address
- 2. Name
Designation
Address

FORM OF Contract Agreement

(TO BE EXECUTED ON A RS.100/-NON JUDICIAL STAMP PAPER)

Name of the work: - : **Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145.**

Tender No. : **HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)**

[Actual contents of this Agreement may vary subject to scrutiny by the Employer and to address specific circumstances of the case]

This agreement is made on the ---day of ----- between DFCCIL herein after called “the Employer” of the one part and M/s-----herein after called “the contractor” of the other part.

Whereas the Employer is desirous that the work of “Herein after called the “works” and has accepted a Tender by the contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - a) Letter of Acceptance (LOA).
 - b) Notice Inviting Tender.
 - c) Check List for Documents to be submitted.
 - d) Instructions to Bidders.
 - e) General Conditions of Contract.
 - f) Scope of Work.
 - g) Special Conditions of Contract.
 - h) Financial Bid.
 - i) Corrigendum/Addendums if any.
 - j) Successful Tenderer’s Submittal.
 - k) All Tender Forms & Annexure.
 - l) The Bidder’s undertaking.
 - m) Documents to be submitted as per Check Sheet not covered in Successful Tenderer’s Submittal/Any Other Relevant Document.

3. In consideration of the payment to be made by the Employer to the Contractor as herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by-----and remedy any defects therein in conformity in all respects with the provisions of the contract.
4. I) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein. The Contract price of Rs.-----being the sum stated in the Letter of Acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.
- ii) “This Agreement shall not be varied, altered, modified, cancelled, changed, or in any way amended except by mutual agreement of the parties in a written instrument executed by the parties hereto, their legal representatives or their respective successors or assignees.”
- iii) “In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.”

5. OBLIGATION OF THE CONTRACTOR:

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

6. JURISDICTION OF COURT:

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all the disputes arising out of this agreement between the parties.

IN WITNESS WHERE OF the parties hereto have caused their respective Common Seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year first above written.

For and On Behalf of the Contractor For and On Behalf of the Employer

Signature of the Authorized Official
Official

Signature of the Authorized

Name of the Official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the Said

.....Name

.....

.....

On Behalf of the Contractor in the
the

Presence of

Witness.....

Name.....

Address.....

By the Said

.....Name

On Behalf of the Contractor in

Presence of

Witness.....

Name.....

Address.....

Note:

*to be made out by the Employer at the time of finalization of the Form of Agreement**blanks to be filled by the Employer at the time of finalization of the Form of Agreement

***TO BE DELETED IF NOT APPLICABLE

Insurance Surety Bond for Performance Security

[ITB ; GFR-171.(i)]

Name of the issuer of surety bond:

DFCCIL,

Acting

Through- GM/admin/DFCCIL

Date:.....

.....

Surety Bond No:..... Issue Date :.....

Amount of Bond:..... Expiry Date:.....

WHEREAS, In consideration of the Employer-DFCCIL acting through GM/Admin/DFCCIL ,..... (hereinafter called “Employer”) having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of **Supply and Maintenance of indoor and outdoor plants with planters, on hiring basis for beautification/greening in corporate office Building at Noida, Sector -145** under invitation of bids No /Tender No. : **HQ-ADMN0MISC(EOFC)/3/2025 (E-35426)**; vide Letter of Acceptance No..... dated-----

AND

WHEREEAS, the contractor is required to furnish Performance Security for the sum of ₹.XXXX

(Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing

of the contract agreement.

WHEREAS, we, _____, (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the Authorized person of the Surety], have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1.KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of

Authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the DFCCIL the full amount in the sum of XXXX)((Rupees XXXX Only) as above stated.

2.The Surety undertakes to immediately pay on presentation of demand by the DFCCIL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the DFCCIL on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.

3.On payment of any amount less than aforementioned full amount, as per demand of the DFCCIL, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the DFCCIL.

4.The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.

5.The Surety Bond shall be unconditional and irrevocable.

6.The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.

7.The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer-DFCCIL and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

8.This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.

9.The Surety agrees that the DFCCIL's right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the DFCCIL or the Bond is released by DFCCIL before the Expiry date.

10.The Surety agrees that its obligation to pay any amount demanded by the DFCCIL before the expiry of this Bond will continue until the amount demanded has been paid in full.

11.The expressions Surety and DFCCIL hereinbefore used shall include their respective successors, administrators and assigns.

12.The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the DFCCIL. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

13.We, the Surety Insurer, further agree that the DFCCIL shall be the sole judge to decide as to whether the Contractor is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority (DFCCIL) and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14.The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the DFCCIL available with the DFCCIL. The Surety, under this Bond, shall be deemed as Principal Debtor of the DFCCIL.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXX Only).
- b. This Surety Bond shall be valid up to XXXX (being the date of expiry);
- c. Unless the bank is served a written claim or demand on or before XXXX [date of expiry] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2025

Place..... Bank's Seal and authorized signature(s)

[Name in Block letters].....

[Designation with Code No.].....

[P/Attorney] No.

Witness

1.

SECTION-6

FINANCIAL BID

1.0 SCHEDULE OF RATES AND QUANTITIES:

Important Instruction:

- (i) Bidder should submit his bid in percentage against total estimated cost (excluding GST) of the contract mentioned below. Bidder may quote Above/At Par/Below of the total estimated cost.
- (ii) Total value quoted by bidder against the total estimated cost will be only for determining the value of contract and the payment shall be made as per actual usage.

S. No.	Description of Item	Qty	Unit	Rate	Amount
1	Supply and Maintenance of indoor and outdoor plants, on hiring basis for beautification/greening in corporate office Building at Noida (1260 nos x12 months=15120). All items to be Supplied & Maintained by the Agency has already been mentioned in Scope of Work.	15120	each	381/-	5760720/-
				Total	5760720/-
	Percentage Above/Below/At Par				