

TENDER FOR
SELECTION OFFIRM/AGENCYFOR
MAINTENANCEOF PARKS, DIVIDERS, ROTARIES, POTS,
MURALS & LIGHTS AND O&M OF FOUNTAINS
INCLUDING ELECTRICAL, LANDSCAPE
AND HORTICULTUREWORKS



Mussoorie Dehradun Development Authority (MDDA)
Transport Nagar, Saharanpur Road, Dehradun – 248001
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This Tender is not an agreement and is neither an offer nor invitation by MDDA to the prospective Firms/agencies or any other person. The purpose of this Tender is to provide interested Firms/agencies with information that may be useful to them in the formulation of their Proposals pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by MDDA in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for MDDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtain independent advice from appropriate sources.

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The issue of this Tender does not imply that MDDA is bound to select a Firm/Agency or to appoint the Selected Firm/Agency, as the case may be, for the work and MDDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Firm/agency shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MDDA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Firm/agency and MDDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Firm/agency in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Reference No.: 01/MW/2019

Name of the Employer: MUSSOORIE DEHRADUN DEVELOPMENT AUTHORITY (MDDA)

Project Name: Selection of Firm/Agency Maintenance of Parks, Dividers, Rotaries, Pots, Murals & Lights and O&M of Fountains including Electrical, Landscape and Horticulture Works.

SECTION 1. LETTER OF INVITATION

Mussoorie Dehradun Development Authority invites Tender for **Selection of Firm/Agency for Maintenance of Parks, Dividers, Rotaries, Pots, Murals & Lights and O&M of Fountains including Electrical, Landscape and Horticulture Works.**

1. The objective of the assignment is to select Firm/Agency for Maintenance of Parks, Dividers, Rotaries, Pots, Murals & Lights and O&M of Fountains including Electrical, Landscape and Horticulture Works.
2. A Firm/Agency will be selected as per procedures described in this Tender.
 - a) More details on the Services are provided in the Terms of Reference.
 - b) It is not permissible to transfer this invitation to any other firm.
 - c) Bidders are requested to submit following documents along with their proposal:
 - i. Bid Document Fee
 - ii. Earnest Money Deposit (EMD)
 - iii. Power of attorney for authorised representative
 - iv. Technical bid and forms as desired in the Tender
 - v. Financial bid
3. The Bid will be rejected in case the bidder has submitted the conditional bid and/or the specifications of the terms to be supplied, are not complied with Tender.
4. The Technical Proposal shall be submitted in Hard Copy to the MDDA Address & in Soft Copy Online through www.uktenders.gov.in Portal and Financial Proposal shall be submitted Online only through www.uktenders.gov.in Portal. In case of any discrepancy between the Hard Copy and Soft Copy, the Soft Copy shall prevail. The bidders will submit the proposal by the date & time indicated in Schedule of Selection Process and instructions to the bidders

5. The detail tender notice andTender documents can be downloaded from www.uktenders.gov.in.
6. MDDA reserves the right to accept or reject any or all proposals any time without being liable to anyone in anyway and without incurring any obligation to inform the affected applicant/s of the grounds.

Mussoorie Dehradun Development Authority
(MDDA)

SCHEDULE OF SELECTION PROCESS

1.	Pre-Bid Meeting	3:00 P.M. on 20/06//2019
2.	Proposal Due Date or PDD (online submission of Technical Proposal and Financial Proposal on www.uktenders.gov.in)	3:00 P.M. on 28/06/2019 office of Vice Chairman, Mussoorie Dehradun Development Authority (MDDA), Transport Nagar, Saharanpur Road, Dehradun – 248001
3.	Submission of Hard Copy of Technical Proposal along with Bid Document Fee, EMD and Power of Attorney	2:00 P.M. on 28/06//2019
4	Date and time of Opening of Technical Proposal	3:00 P.M. on 28/06//2019
5.	Date and Time of Opening of Financial Proposal	To be intimated to the Technical Qualified Bidder
6.	Non-refundable Bid Document Fees	Rs. 5000/- (including GST) (Rupees Five thousand Only), through Demand Draft in favour of Secretary, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun – 248001
7.	Earnest Money Deposit	Rs 744000/- (Rupees Seven lakh Forty four thousand Only), through Demand Draft/Bank Guarantee/FDR in favour of Secretary, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun.
8.	Validity of proposal	120 Days
9.	Duration of Project	36 Months
10.	E-tendering website	www.uktenders.gov.in
11.	Official website of MDDA	www.mddaonline.in

Section- 2

Terms of Reference

1. INTRODUCTION

Background

MDDA was established in 1984 with objective of planning and development of the city.

Dehradun manifests its position as an important city in the most fertile region of Doon Valley between rivers Yamuna and Ganga. It is in fact, the most developed city in the Shivalik foothills and the gateway to the far-flung hill areas of Uttarakhand. To check the haphazard development and degradation of natural environment, to sustain the glory of the city and to build further upon it was colossal task handed over to the MDDA in the year 1984 under the provisions of U.P Urban Planning and Development Act 1973. MDDA is a local decision making agency and it is totally self-sufficient, capable of undertaking all sorts of activities for well-planned urban development. The challenges before MDDA are massive and diversified, as Dehradun Mussoorie's requires an integrated development process, which has to be inexpensive, functionally utilitarian, environmentally healthy, re-creationally adequate and aesthetically appealing. MDDA is committed to keep pace with the needs of fast growing population and relevant infrastructure required for such phenomenal growth. The Development of Dehradun / Mussoorie in a planned manner, creating quality infrastructure, provision of sites and services and the housing needs of under privileged are the focus areas of MDDA. MDDA was established in 1984 with objective of planning and development of the city.

To make the city meet modern urban standards, it undertakes the following:

- Implementation of the Master Plan.
- Acquisition of land to implement the various schemes.
- Enforcement of plans and development schemes.
- Adaptation of measures for protection of natural environment in the development area.

2. DETAILS OF SITES

S.NO.	NAME OF SITE	MEASUREMENTS	
(I)	MAINTENANCE OF DIVIDERS	LENGTH (Approx.)	
1	NiranjanpurSabji Mandi to Aasharodi	3886.20 RM	
2	Darshan lal chowk to Congress Bhawan	453.10 RM	
3	Rispana Bridge to Mohkampur flyover	1970.00 RM	
4	Doordarshankendra to Rispana Bridge	230.00 RM	
5	Behel chowk to NannysBakerey	200.00 RM	
6	St. Thomas school Divider	159.00 RM	
7	Ballupur to Garhi Cantt	2246.20 RM	
	Total Length	9202.50 RM	
(II)	MAINTENANCE OF ROUND ABOUTS	AREA (Approx.)	
1	Bindal Chowk	31.40 SQ.M.	
2	Kwality Chowk	49.00 SQ.M.	
3	Kanak chowk	78.50 SQ.M.	
4	Survey chowk	362.48 SQ.M.	
5	Lansdowne Chowk	198.01 SQ.M.	
6	Buddha chowk	178.78 SQ.M.	
7	Jatin Gulati Chowk	25.00 SQ.M.	
	Total Area	183.90 SQ.M.	
(III)	MAINTENANCE OF PARKS	Nos.	AREA (Approx.)
1	EWS Housing Scheme Transport Nagar	1	1179.83 SQ.M.
2	Patel park, Ghantaghar	1	780.00 SQ.M.
3	Ansal Green Vally, Jakhan	1	2790.00 SQ.M.
4	Tehri House, Rajpur Road	1	4906.80 SQ.M.
5	MDDA Office Transport Nagar	1	136.12 SQ.M.
6	ISBT Housing Scheme	1	7647.00 SQ.M.
7	Commissioner's Camp Office	1	1667.00 SQ.M.
	Total	7	18326.76 SQ.M.
(IV)	MAINTENANCE OF POTS	Nos. (Approx.)	
	Overall pots at different location	3670	
(V)	MAINTENANCE OF MURALS & LIGHT	Nos.	AREA (Approx.)
1	Murals on FRI boundary wall at Kaulagarh chowk , Dehradun	13	2283.00SQ.FT.
2	Murals on Secretariat wall, Rajpur road	13	2388.44 SQ.FT.
3	Murals on WIT wall at Survey Chowk	2	365.00SQ.FT.

4	Murals on Wadia Institute Wall, GMS road Dehradun	2	344.25 SQ.FT.	
5	Murals at Laadpur T Junction , Raipur road	3	3480.00SQ.FT.	
6	Mural at Maharana Pratap chowk ,Raipur	1	360.00SQ.FT.	
7	Mural at Dilaram Chowk	1	1239.00SQ.FT.	
8	Mural at 6 no. PuliyaNehru colony Aaraghar (atul Maheshwari cho Girish badri Mussoorie mural	4	891.00SQ.FT.	
Total		39	11350.69 SQ.FT.	
(VI)	MAINTENANCE OF FOUNTAINS WITH LANDSCAPE	Nos.	AREA OF FOUNTAIN (Approx.)	AREA OF LANDSCAPE (Approx.)
1	Patel Park	1	76.77 SQ.M.	703.23 SQ.M.
2	Nehru Colony	1	57.80 SQ.M.	127.00 SQ.M.
3	Maharanapratap Chowk	1	15.89 SQ.M.	-
4	Krisali Chowk	1	40.69 SQ.M.	113.16 SQ.M.
5	Lansdowne Chowk	1	64.99 SQ.M.	198.01 SQ.M.
6	Survey Chowk	1	52.78SQ.M.	362.48 SQ.M.
7	Grish Badri Chowk	1	7.06 SQ.M.	-
8	Buddha Chowk	1	56.16 SQ.M.	178.78 SQ.M.
Total		8	372.14SQ.M.	1682.66SQ.M.

3. SCOPE OF WORK

Successful Bidder shall do the overall maintenance of Parks, Dividers, Rotaries, Pots, Fountain, Mural with Lights and deploy skilled Manpower (i.e gardener, technical personal, fountain operator, electrician , supervisor etc) as required for the project and provide all necessary tools and equipments to the resources deployed by the successful bidder and all the cost shall be borne by the successful bidder further the scope is including but not limited to following:-

3.1 Maintenance of Dividers:-

Successful Bidder shall do the overall maintenance of Dividers, for that scope is including but not limited to following:-

1. Complete maintenance of the entire Divider stretch (List of divider annexed as above) i.e. shrubs, hedge, foliage, etc. including hoeing, weeding pruning replacement of plants, gapfilling, watering, Cutting removal of waste at proper dumping site, applying insecticide, pesticide & fertilizers (whenever required) top dressing with good earth and manure and maintenance of other related works as directed by office-in-charge (Good Earth, Manure, Fertilizer, Insecticide, Pesticide etc other T&P/material/fuel/articles shall be provided by the contractor.)
2. Complete maintenance of Shrubs.
3. Watering for irrigation in Dividers.
4. Manuring with well decomposed Farmyard Manure.
5. Fertilizer application (DAP, super phosphate, Murex of potash, NPK etc.)

6. Placement of new plants, Replacement of Dead plants/Trees/Grass & Gap filling with new plant/Trees of same height and varieties or any other variety suggested by MDDA.
Tentative List of plants as follows:-
- a) Euforbia milli
 - b) Nerium Oleander
 - c) BougainveliaVarities
 - d) ChlorodendronEnermii
 - e) Copper bottle Brush
 - f) FicusBenzamina
 - g) Nerium Oleander Dwarf
 - h) HamaliaPaitens
 - i) Agathis Roubusta
 - j) Ticoma Gauri Chauri
 - k) Cassia bi flora
 - l) Chandni Dwarf
 - m) Hamaliapaitens Dwarf
 - n) Hibiscus
 - o) Chandni green
 - p) Chandni Varigated
7. Repairing of Accidental divider including Railing , Curb stone/Boundaries, Refilling of planting media (i.e. Good soil, Manure, Sand,Fertilizers,Insecticides etc.) with replacement of plants/Grass /Trees of same height and varieties.
8. Painting work on Railing.All the cost shall be borne by the Successful Bidder.
9. Painting of Curb stone/Boundaries.All the cost shall be borne by the Successful Bidder.
10. Successful Bidder shall do the civil work as required on divider as per the instruction of officer in charge at its own cost as and when required
11. Any other work required for Aesthetic lookof divider shall be done by the Successful Bidder as per the direction of MDDA. All the cost shall be borne by the Successful Bidder.
12. Successful Bidder shall supply Manpower (i.e. Skilled Gardener/Mali and Qualified & ExperiencedSupervisor)at itsown cost and depute the manpower as per the direction of officer in charge.
13. Successful Bidder shall provide each and every necessary Tools and Equipments to their Gardener required for the above maintenance at his own cost.

Note :-

- i) All the plants shall be full of fresh and healthy foliage.
- ii) Plants shall be free from insects pest,disease and should be well settled and not be newly shifted/ transplanted.
- iii) Seasonal flowering plant should be on bud stage/semi bloom stage.
- iv) All debris due to the work shall be cleared then and there and the Installations and its surroundings are to be kept neat and clean.
- v) Plants should have overall uniformity, height and varieties.
- vi) All the cost for replacement of Dead plants/Trees/Grass & Gap filling with new plant/Trees or any other variety suggested by MDDA shall be borne by the successful bidder themselves.

vii) All the Manpower deployed shall wear Uniform at the Time of Work.

FOR DIVIDERS (9202 RM Approx.)		
S.NO.	ACTIVITY	FREQUENCY
1	Watering in Summers	Every Alternate Day (March to June)
1.2	Watering in Rainy Season	Once in a month if Required (July to August)
1.3	Watering in Winters	Twice in a week (September to Feb)
2	Weeding	Regularly
3	Top Dressing with Plant Mixture	Once in a Quarter (After Every Three month)
4	Disease & pest control	As Required
5	Pruning / Trimming of plants / Hedges	Fortnightly (once every two week)
6	Forking(Loosening of Soil)	Regularly
7	Manure application (well decomposed FYM)	Twice in a year (Feb & Oct)

3.2 Maintenance of Rotaries

Successful Bidders shall do the overall maintenance of Rotaries for that scope is including but not limited to following:-

1. Complete maintenance of Shrubs /Ground covers/topiaries/grass etc
2. Watering for irrigation.
3. Manuring with well decomposed Farmyard Manure.
4. Fertilizer application (DAP, super phosphate, Murate of potash, NPK etc.)
5. Placement of new plants ,Replacement of Dead plants /Trees/ Grass, & Gap filling with new plant/Trees of same height and varieties or any other variety suggested by MDDA.

Tentative List of plants as follows:-

- a) Kalanchoe
 - b) Nerium Oleander
 - c) Ficus Long Island
 - d) Brassiavariegated
 - e) Chandni Varigated
 - f) Golden Duranta
 - g) Hamaliapaitens
 - h) Alpeniavariegated
 - i) Aklifa
 - j) Mondo Grass
 - k) Bamboo
 - l) ChlorodendronEnermii
 - m) Nolena
 - n) Putranjiva
 - o) Grass selection no.-1.
6. Repairing of Accidental Rotaries including Railing, Curb stone / Boundaries, Refilling of planting media (i.e. Good soil, Manure, Sand,Fertilizers,Insecticides etc.) with replacement of plants/Grass /Trees of same height and varieties.
 7. Painting work on Railing.
 8. Painting of Curb stone/Boundaries.
 9. Any other work required for Aesthetic look of Rotary shall be done by the Successful Bidder as per the direction of MDDA. All the cost shall be borne by the Successful Bidder.
 10. Successful Bidder shall supply Manpower (i.e. Skilled Gardener/Mali and Supervisor).
 11. Successful Bidder shall provide each and every necessary Tools and Equipments to their Gardener required for the above maintenance at his own cost.

Note :-

- i) All the plants shall be full of fresh and healthy foliage.
- ii) Plants shall be free from insects pest,disease and should be well settled and not be newly shifted/ transplanted.
- iii) Seasonal flowering plant should be on bud stage/semi bloom stage.
- iv) All debris due to the work shall be cleared then and there and the Installations and its surroundings are to be kept neat and clean.
- v) Plants should have overall uniformity, height and varieties.

- vi) All the cost for replacement of Dead plants/Trees/Grass & Gap filling with new plant/Trees or any other variety suggested by MDDA shall be borne by the successful bidder themselves.
- vii) All the Manpower deployed shall wear Uniform at the Time of Work.

S.NO.	ACTIVITY	FREQUENCY
(A)	LAWN	
1	Sweeping of lawn / collection and disposal of dried leaves / Grass	Daily
2	Watering	Twice a week
3	Weeding	Fortnightly
4	Grass cutting / lawn moving	Weekly / Fortnightly
5	Top Dressing	Once in a Quarter
6	Disease & pest control	As Required
(B)	EDGES & HEDGES	
1	Watering	Twice a week
2	Weeding	Fortnightly
3	Pruning / Trimming of plants / Hedges	Fortnightly
4	Forking	Fortnightly
5	Making Burrows	Once in a month
6	Soil and Manure application	Twice in a year
7	Disease & pest control	As required
(C)	TREES	
1	Watering	Weekly
2	Basin weeding	Fortnightly
3	Pruning	Fortnightly
4	Basin forking	Fortnightly
5	Basin making	Once in the month
6	Fertilizer application	Once in the month
7	Stacking	Once in the month
8	Soil and application	Once in a quarter
9	Disease & pest control	As Required
10	Detopping	As required
(D)	Removing wild Vegetation/Shrubs, Bushes & unwanted grass etc.	Once in Fortnight
(E)	Extra work as per site Maintenance of Garden lights, Painting on Garden Benches, , Painting of Boundary wall with waterproof cement paint, Painting with Synthetic Enamel paint on Railings etc	As Required

3.3 Maintenance of Parks

Bidder shall do the overall maintenance of Parks for scope is including but not limited to following:-

1. Cleaning and sweeping of Lawn.
2. Complete maintenance of the entire garden features having as per yardstick in the garden area i.e. lawn trees, shrubs, Topiary cutting, hedge, flower beds, foliages, creepers etc. including hoeing, weeding, pruning, replacement of plants, gapfilling, watering, mowing of lawn, grass cutting by lawn mower and brushcutter, removal of garden waste at proper dumping site, applying insecticide, pesticide & fertilizers, (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by office-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide, lawn mower and brush cutter with fuel, other T & P material/articles shall be provided by the contractor).
3. Providing and fixing of Seasonal flowers Summer/Winter at EWS Housing Scheme Transport Nagar, Patel park Ghantaghar, Ansal Green Vally Jakhan, Tehri House Rajpur Road, MDDA office Transport Nagar, ISBT Housing Scheme, Commissioner's Camp office. Type and variety of flowers shall be as per direction of officer in charge.
4. Repairing of Boundary walls, Railing, Footpaths (including Tiles Etc.), Garden lights (including all features), Refilling of planting media (i.e. Good soil, Manure, Sand, Fertilizers, Insecticides, etc.) with replacement of plants/Grass/Trees of same height and varieties.
5. Painting on Railing and gate with Synthetic Enamel paint.
6. Painting of Boundary wall with Exterior emulsion Paint.
7. Any other work required for aesthetic look of Parks shall be done by the Successful Bidder as per the direction of MDDA. All the cost shall be borne by the Successful Bidder.
8. Successful Bidder shall supply Manpower (i.e. Skilled Gardener/Mali and Supervisor).
9. Successful Bidder shall provide each and every necessary Tools and Equipments to their Gardener required for the above maintenance at his own cost.

Note :-

- i) All the plants shall be full of fresh and healthy foliage.
- ii) Plants shall be free from insects, pest, disease and should be well settled and not be newly shifted/ transplanted.
- iii) Seasonal flowering plant should be on bud stage/semi bloom stage.
- iv) All debris due to the work shall be cleared then and there and the Installations and its surroundings are to be kept neat and clean.
- v) Plants should have overall uniformity, height and varieties.
- vi) All the cost for replacement of Dead plants/Trees/Grass & Gap filling with new plant/Trees or any other variety suggested by MDDA shall be borne by the successful bidder themselves.
- vii) All the Manpower deployed shall wear Uniform at the Time of Work.

The contractor/ Agency shall have to provide Skilled Gardener & Material required for the maintenance of the Parks/Gardens, Dividers, Roundabouts, including all other works i.e. lawns, hedges, shrubberies, flowers beds, flower pots, decorative outdoor plants, open areas etc.

1. **Watering** of parks/gardens Daily and as per requirement in different seasons. All arrangement of hose – pipes etc to be made by the contractor/ agency for manual watering.
2. **Weeding** all the weed hides under the grass or otherwise shall be removed to ensure a uniform and aesthetic look of the area.
3. **Mowing** of lawns to be done periodically by lawn mower (Electrical / Manual or fuel based lawn mower) followed by brooming to keep the lawns free from fallen leaves,waste papers, stones, mud etc all the times.
4. **Hoing:** the soil near to the plants shall have to be loosened by breaking the clods, removing unwanted vegetation, dressing up the nation.
5. **Pruning/Trimming** of plants/hedges/trees etc. inside the Garden/park and other open areas shall have to be done to maintain the shape.
6. **Insect/pest control:** contractor shall make arrangement for spraying of pesticide etc. to protect the plants from insect/pest/diseases by efficient and available methods. The activity shall be carried out adhering to Environment protection and pollution control guidelines.
7. **Fertilization:** The top dressing along with soil and farm yard manure/Compost/leaf mould etc. shall have to be done as per requirement.
8. All the required changes in the gardens by way of replacing dead/unwanted plants and/or putting in new plants shall have to be carried out by Successful Bidder.
9. All the taxes applicable will be paid by the Successful Bidder.
10. The contractor shall provide all the necessary equipment's required for the work at his own cost.

S.NO.	ACTIVITY	FREQUENCY
(A)	Lawn	
1	Sweeping of lawn / collection and disposal of dried leaves / Grass	Daily
2	Watering	Twice a week
3	Weeding	Fortnightly
4	Grass cutting / lawn moving	Weekly / Fortnightly
5	Top Dressing	Once in a Quarter
6	Disease & pest control	As Required
(B)	EDGES & HEDGES	
1	Watering	Twice a week
2	Weeding	Fortnightly
3	Pruning / Trimming of plants / Hedges	Fortnightly
4	Forking	Fortnightly
5	Making Burrows	Once in a month
6	Soil and Manure application	Twice in a year
7	Disease & pest control	As required
(C)	TREES	
1	Watering	Weekly
2	Basin weeding	Fortnightly
3	Pruning	Fortnightly
4	Basin forking	Fortnightly
5	Basin making	Once in the month
6	Fertilizer application	Once in the month
7	Stacking	Once in the month
8	Soil and application	Once in a quarter
9	Disease & pest control	As Required
10	De-topping	As required
(D)	Removing wild Vegetation/Shrubs, Bushes & unwanted grass etc.	Once in Fortnight
(E)	Extra work as per site Maintenance of Garden lights, Painting on Garden Benches, Painting on Footpaths, Painting of Boundary wall with waterproof cement paint, Painting with Synthetic Enamel paint on Railings	As Required

3.4 Daily Maintenance of all Pots placed on different locations in Dehradun

Bidder shall do the overall maintenance of all pots for scope is including but not limited to following:-

1. Maintenance of all Cement pots.
2. Adding Good earth (Reduced due to overflow of water during Irrigation).
3. Adding Well decomposed farmyard manure twice in a year (Feb & Oct).

4. Spray of Insecticides, Pesticides & Anti-termite as and when required.
5. Adding Fertilizers.
6. Cleaning of potted plants with water spray.
7. Painting of pots twice in a year.
8. Painting of MDDA logo and name on pots as per direction of MDDA.
9. Numbering on Pots.
10. Replacement of Dead plants.
11. Placement of new plants, Replacement of Dead plants of same varieties or any other variety suggested by MDDA & Gap filling/arrangement of pots for aesthetic look.
12. Any other work required for aesthetic look shall be done by the Successful Bidder as per the direction of MDDA. All the cost shall be borne by the Successful Bidder.
13. Successful Bidder shall supply Manpower (i.e. Skilled Gardener/Mali and Supervisor).
14. Successful Bidder shall provide each and every necessary Tools and Equipments to their Gardener required for the above maintenance at his own cost.

Note :-

- i) All the plants shall be full of fresh and healthy foliage.
- ii) Plants shall be free from insects pest, disease and should be well settled and not be newly shifted/ transplanted.
- iii) Seasonal flowering plant should be on bud stage/semi bloom stage.
- iv) All debris due to the work shall be cleared then and there and the Installations and its surroundings are to be kept neat and clean.
- v) Plants should have overall uniformity, height and varieties.
- vi) All the cost for replacement of Dead plants/Trees/Grass & Gap filling with new plant/Trees or any other variety suggested by MDDA shall be borne by the successful bidder themselves.
- vii) All the Manpower deployed shall wear Uniform at the Time of Work.

1. Watering

As per specification each pot of 20 inches need 05 litre of water to make planting media wet up to the bottom.

It means 3670 pots x 5 litre = 18350 litre water is required per weak to make planting media wet.

Capacity of 01 water tanker is 3000 litre that means 6.11 tanker according to above specification the watering schedule for 01 year is as follows:-

S.No.	Months	No. of Tankers Per Day FOR 3670 POTS	WATERING FREQUENCY
1	March to June	6.11	10 DAYS IN A MONTH
2	July to August	6.11	ONCE IN A MONTH
3	September to October	6.11	SIX TIMES IN A MONTH
4	November to January	6.11	FOUR TIMES IN A MONTH
5	February	6.11	10 DAYS IN A MONTH

Manureing

Mixing of pot mixture (Di ammonium phosphate, Murate of Potash, Single super Phosphate, Neem Cake & Bone meal) 500 grams (250 grams + 250 grams) twice in a year in the Months of February and October = $3670 \times 500 \text{ Gram} = 1835 \text{ kg}$

2. Painting work

Painting of pots with Acrylic paint as per specification given by Engineer in charge in Twice a year Area of pots (area of cylinder) = $2 \times 3.14 \times .25 \times .50 = 0.785 \text{ Sq.mt.}$

$0.785 \text{ Sq.mt.} \times 3670 \text{ pots} = 2880.95 \text{ Sq.mt.}$

3. Numbering & Monogram

Writing of monogram (MDDA) & serial no. on both side of each pot with enamel paint (yellow) Twice in a year.

(A) Monogram MDDA has 04 words on both sides $4 \times 2 = 8$ Alphabet

(B) Numbering

1 – 9	9	9
10 – 99	90	180
100 – 999	900	2700
1000 – 3670	2670	10680
	Total words	13569

4. Regular Maintenance

Maintenance of pots include changing of Dead plants by replacing with same variety of plants having a same height and foliage , Tilling of soil with khurpi after every 20 days (watering is must after tilling) removal of dead leaves and stem , dusting of each and every pot twice in a week with fresh water , cutting of extra foliage in time to keep plants in proper shape.

Minimum 12 skilled Gardener are required for maintenance of pots including shifting and other works

3.5 Maintenance of Murals & Lights

Successful Bidder shall do the overall maintenance of Murals & Lights for that scope is including but not limited to following:-

1. Painting and Artistic work on Murals by Eminent Artist without effecting the original look of Mural.
2. Cleaning & Dusting of Murals through a proper mean without harming the murals.
3. Maintenance of Landscape area below the Murals.
4. Maintenance of wall washers lights installed on the Murals including maintenance of allied features i.e. wiring cabling, Sensors etc.
5. Operation of Wall washer lights installed on Murals as per direction of MDDA.
6. Repairing and replacement of lights/Bulbs as and when required.

7. Any other work required for aesthetic look of Murals shall be done by the Successful Bidder as per the direction of MDDA. All the cost shall be borne by the Successful Bidder.
8. If any damaged caused to the mural/Artistic work of the mural due to the Negligence/Unprofessional act of contractor/its employee, It shall be the responsibility of Successful Bidder to make good to the mural at its own cost.
9. Successful Bidder shall supply Manpower (i.e. Electrician and Supervisor etc.).
10. Successful Bidder shall provide each and every necessary Tools and Equipments to their Technician required for the above maintenance at his own cost.
11. Replacement of defective lights with the repaired/NEW lights within TWO working days of notifying or observation.. The lights would be replaced at contractor's cost.
12. The work men engaged for the work shall be qualified as per relevant rules and practices. The wireman engaged should have valid wireman (permit) license issued by any State/Central licensing Authority.
13. The agency should make available sufficient No. of skilled (Wireman) and unskilled (Helpers) workers FOR the works as per requirements. There shall be atleast one wireman (Skilled) and one helper (unskilled) deployed on the site per team to carryout maintenance/preventive maintenance.
14. However, on special occasions such as breakdown or during any official functions the agency shall attend to other works also, with additional staff, as per the instructions of the Engineer-in-charge.
15. The agency should maintain a complaint register. All complaints received/attended/materials received, used in works, balance etc. shall be entered in this register up to date. The Register shall be always open for the departmental Engineers for verification.
16. The scope of the work covers, replacement of all types of switches, plugs, timers, cables, contactors, junction boxes, MCBs and wall washers ETC .
17. Transporting the items to site for replacement & returning the dismantled materials back, will be the responsibility of the contractor at his own cost.
18. The Agency shall make its own arrangement for all normal,special Tools Plants (T&P) required for the work and ladders. Transportation of ladder to site and back is the responsibility of the agency.
19. The agency staff should visit and check-up all Panels, Main Switches, all control panels and wiring related to Light, etc. regularly as a preventive maintenance. A register should be maintained in this respect. Any repair work done / observation made at site are to be entered in the register and inform to officer in charge on regular bases
20. The complaints reported over phone shall be attended immediately
21. The successful bidder shall be solely responsible for Any theft / damage / pilferage etc noticed shall have to be reported immediately. If any damage to the installation caused by the agency the same should be made good by the agency itself.
22. It shall the responsibility of successful bidder to hand over the entire site installation ,plantation, etc. in good condition back to the department
23. In case of any accident/injury to any worker of the agency, the department shall not be held liable for compensation/treatment etc. It shall be the sole responsibility of the successful bidder to settle any/all legal claims arising out of it.

Note :-

- i) All debris due to the work shall be cleared then and there and the Installations and its surroundings are to be kept neat and clean.
- ii) All the Manpower deployed shall wear Uniform at the Time of Work.

3.6 Maintenance of Fountains with Landscape

Successful Bidder shall do the overall maintenance of Fountains with Landscape for that scope is including but not limited to following:-

1. Overall maintenance of fountain including but not limited to following:-
 - a) Cleaning and Replacing of filters as and when required at its own cost
 - b) Cleaning, Replacing and adjusting of nozzles as and when required at its own cost
 - c) Cleaning and adjusting lights
 - d) Replacing lamps and film filters as necessary
 - e) Cleaning and adjusting electrical switch-gear
 - f) Replacing fuses and indicator lamps
 - g) Repairing electrical wiring
 - h) Repairing and Replacement of pumps as and when required at its own cost
 - i) Stopping leakage/replacement of damaged pipe and joints at its own cost
2. Maintenance of landscape area around the fountain.
3. Successful Bidder will be responsible for maintenance or repair of any civil work including but not limited to collapse or leakage of pool, collapse of pump house or pump pit, theft or vandalism, natural deterioration and the actions of insects or animals.
4. Successful Bidder will be responsible for overall security of fountain or equipment installed therein and shall also be responsible for the results or liability of theft, damage or vandalism.
5. Successful Bidder will be liable for any direct or consequential loss or damage, injury or loss of life howsoever caused.
 - a) Daily starting and stopping times and hours of operation.
 - b) Supervisor and Authorized Officer to jointly sign the log book on weekly basis.
6. Electricity and water bill will be paid by the MDDA.
7. Successful Bidder shall supply Manpower (i.e. Technician/Operator/Gardener and Supervisor etc.) at its own cost.
8. Successful Bidder shall provide each and every necessary Tools and Equipments to their Technician and Gardener required for the above maintenance at his own cost.

Note :-

- i) All the plants shall be full of fresh and healthy foliage.
- ii) Plants shall be free from insects pest, disease and should be well settled and not be newly shifted/ transplanted.
- iii) Seasonal flowering plant should be on bud stage/semi bloom stage.
- iv) All debris due to the work shall be cleared then and there and the Installations and its surroundings are to be kept neat and clean.
- v) Plants should have overall uniformity, height and varieties.
- vi) All the cost for replacement of Dead plants/Trees/Grass & Gap filling with new plant/Trees or any other variety suggested by MDDA shall be borne by the successful bidder themselves.
- vii) All the Manpower deployed shall wear Uniform at the Time of Work.

4. Security of the site/material:

The Successful Bidder shall take all necessary measures to ensure security of the site, including exercising control over all persons and vehicles which are employed or engaged on the site or in connection with the Works or the other works comprising the Project and with the security arrangements applicable to any site within the Project. The contractor will have to ensure protecting the trees, plants, grass etc from damage up to maintenance period/handing over to MDDA. The Successful Bidder shall carry out the Works so as to minimise disruption to road and pedestrian traffic. All works shall be executed strictly as per the CPWD specifications of the works and direction of Engineer-in-charge. Successful Bidder shall be responsible for any theft and shall make good at its own cost.

5. Rates& Duration:

- a) The rates quoted by the Bidder, shall be firm throughout the duration of the project i.e. 36 months. The rate shall be inclusive of all taxes (including works, labourcess, duties levies,etc.)except GST.
- b) The rates quoted shall be inclusive of all charges for, insurance, freight and delivery, installation, testing, commissioning, Fuel,labour,etc. at site including, risks, overhead charges, general liabilities/obligations and clearance from Local Body. The contractor has to carry out maintenance as per CPWD standards for the period of **36months**from the date of handing over. Nothing extra shall be paid on this account.
- c) The completion of the work shall be certified by Engineer-in-charge of MDDA and defects any (if any) shall be to rectified to the entire satisfaction of MDDA/competent authority.

6. Completeness of Bid:

All sundry equipment, fittings, unit assemblies, accessories, and all items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the Bid irrespective of that, whether such items are specifically mentioned in the Bid documents or not.

7. Storage and Custody of Materials:

No storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the successful bidder.

8. Indemnity:

Successful Bidder shall at all times indemnify MDDA, consequent on this works contract. Successful Bidder shall be liable, for any accident occurring due to any cause and shall be responsible for any accident or damage incurred or claims arising there from during the period of operation and maintenance. Successful Biddershall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the Successful Bidder on account of the above.

9. Tools and Uniforms

All the Tools and tackles for shifting, weeding, cutting, pruning, etc., equipment for erection purposes would not be made available by the Contractor. The successful Bidder shall make his own arrangement for all the tool tackles equipment's etc. for the proper maintenance.

All the resources deployed by the successful bidder for the maintenance shall wear proper uniform at the time of working all the cost associated shall be borne by the successful bidder.

10. Engagement of Thirdparty Audit/Inspection agency:

MDDA shall have the right to engage any Thirdparty inspection agency for quality inspection, monitoring and supervision of works, as per its Sole discretion, and Successful Bidders shall be bound to co-operate, assist and comply with the Thirdparty inspection agency.

The charges for services of Third party inspection agency shall be borne by the Successful Bidder.

11. Payment Schedule:

The Successful Bidder shall submit to MDDA, monthly statements/bills of the estimated value of the work completed along with copies of the following documents:-

- (i) Measurements and quantities of items of work done.
- (ii) Copies of instructions recorded in the instruction book register containing the instructions and compliance made thereof, covering the work done.

The Successful Bidder shall submit all bills on the printed forms. payment will be Subject to the satisfactory performance by the Firm/Agency and approval of Engineer in Charge.

12. Currencies:

All payments shall be made in Indian Rupees.

13. Quality Control:

The Successful Bidders shall follow CPWD/PWD Uttarakhand, standard, specification, guidelines as applicable and Government of India standards and guidelines for the works.

14. Arbitration:

If any dispute arises out of with regard to the interpretation, meaning, work of operation or the breach of the terms and condition, the matter shall be settled as per Arbitration and Conciliation Act 1996 with its amendments from time to time. The dispute shall be referred to a sole arbitrator to be appointed by the Commissioner Garhwal Mandal whose decision shall be final and binding on both the parties.

15. Jurisdiction:

Courts at Dehradun shall have the exclusive Jurisdiction over any or all disputes for this project.

Section- 3
Instructions to Bidders

1. Introduction

Mussoorie Dehradun Development Authority (MDDA) henceforth referred as Client/Authority, invites Tender from **Agency/Firm for Maintenance of Parks, Dividers, Rotaries, Pots, Murals & Lights and O&M of Fountains including Electrical, Landscape and Horticulture Works**(hereinafter referred as Project). **Agency/Firm** shall work in coordination with MDDA and as per the Guidelines & specifications of CPWD, other Indian standards and all statutory guidelines shall be followed.

1.1 Interested bidders may submit their proposals by the date as mentioned in schedule of selection process.

1.2 Technical and financial bids shall be submitted online separately.

1.3 Proposals should be submitted in English.

2. Procurement of Documents

The Tender Document can be downloaded from e-tendering website www.uktenders.gov.in or MDDA website www.mddaonline.in. A demand draft for Rs.5000.- (Rupees Five thousand Only), including GST in favour of “Secretary, Mussoorie Dehradun Development Authority” payable at Dehradun, the above mentioned payment shall be made along with the submission of Proposal and the copy demand draft shall be Annexed with technical proposal.

3. Site visit and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, Applicable Laws and regulations or any other matter considered relevant by them.

Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals.

4. Communications

All communications should be addressed to:

Vice Chairman

Mussoorie Dehradun Development Authority (MDDA)

Transport Nagar, Saharanpur Road,

Dehradun – 248001

Tel: 0135 – 6603100, 0135-6603115,

Fax: 0135 – 6603103

Email: info@mddaonline.in, pmumdda1@gmail.com

The Official Website of the Authority is: www.mddaonline.in

All communications, should contain the following information, to be marked at the top in bold letters:

“Tender for Selection of Agency/Firm for Maintenance of Parks, Dividers, Rotaries, Pots, Murals & Lights and O&M of Fountains including Electrical, Landscape and Horticulture Works.”

5. Proposal Evaluation

General

- a. Bidders are advised that the selection of Firm/Agency shall be on the basis of an evaluation by the Authority. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- b. The Bidder shall submit its Proposal in the form and manner specified in the Tender. The Technical Proposal shall be submitted in the form at Form-1 and the Financial Proposal shall be submitted. Upon selection, the lowest Bidder shall be required to enter into an agreement with the Authority.
- c. The Technical Proposal shall not include any financial information.
- d. The Financial Proposal should be complete, i.e., it should list all costs associated with the Assignment/Project.
- e. The financial proposal should be prepared in **Indian Rupees**.

f. For Qualification, the bidder must fulfil the following conditions:

A proposal shall be rejected at this stage if the Bidders proposal found Non- Responsive

QUALIFICATION CRITERIA:

The Bidder should meet the following criteria:

1. Lead Bidder and its JV/Consortium Member shall be a Proprietor ship firm/ Partnership firm/Private Company incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad or Limited Liability Partnership (LLP) firm incorporated under the Limited Liability Partnership Act, 2008 or under equivalent law in any other country. The Bidder/s shall be required to submit a true copy of its Incorporation Certificate, along with Proposal.
2. Lead Bidder and its JV/Consortium Member must have a Valid Goods & Service Tax (GST) Registration and Pan card (copy must be enclosed).
3. Lead Bidder must have registration with EPF, ESI Authorities and Labour Department.
4. Joint Venture/ Consortium is allowed (maximum two members, i.e. one Lead Bidder and one member).
5. Bidder should have been operational in India from at least 05 years in the field of Horticulture with the proof of incorporation/commencement of business The Bidder/s shall be required to submit Oldest Contract/ Work order shall be submitted along with the proposal.
6. The Bidder should not have been blacklisted/debarred/termination of contract except for reasons of convenience of Client by any Government/Public Company/ PSUs/funding agencies, etc. Declaration should be submitted on Stamp Paper.
7. Bidder shall have experience in atleast three Landscape/Horticulture Maintenance Work at City Level for any Central/State Department having project cost not less than 50 Lacs each in last five years. Bidder shall submit Completion Certificate.
8. Bidder should have satisfactorily completed the works as mentioned below for any Central/State Department during the last five years ending previous day of last day of submission of bid.
 - **One similar work costing not less than 80% of the Estimated cost (Rs. 3.72 Cr.) of project.**

OR

 - **Two similar works each costing not less than 50% of the Estimated cost (Rs. 3.72 Cr.) of project.**

OR

 - **Three similar works each costing not less than 40% of the Estimated cost (Rs. 3.72 Cr.) of project.**

Similar works means:

“Landscape & Horticulture Development and Maintenance works of Parks/Dividers/Roundabouts/Flowering Pots including Horticulture related Civil work and Electrical Works.”

9. For the Maintenance of Murals with Lights and O&M of Fountains, Bidder can either himself do the work or he will have to associate with the concerned specialist agency for the project, bidder shall submit the details of such agency(s) who have successfully

completed such works i.e. development/maintenance of Murals and Installation/maintenance of Fountains of costing minimum Rs. 20 Lakhs each in last five years.

****Joint Venture Agreement with Specialist Agency shall be submitted with the Bid. Even if, such specialized items of work shall be executed by the specialized agencies, the work shall be deemed to be executed by the Bidder for all purposes and the responsibility of the quality of items, works executed etc. shall continue to be that of the LEAD Bidder only.***

10. The Bidder should provide documentary proof of eligibility requirement as mentioned above. The completion certificates should clearly indicate (a) the date of completion of work (b) completed value of work. The completion certificate should be signed by an officer not below the rank of Executive Engineer or equivalent.
11. Non-refundable Bid Document Fee of Rs. 5,000/- (including GST) (Rupees Five Thousand Only), through Demand Draft in favour of Secretary, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun.
12. Earnest Money Deposit (EMD) of Rs.744000/- (Rupees Seven lakh forty four Thousand Only), through Demand Draft/Bank Guarantee/FDR in favour of Horticulture Officer, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun.
13. The Bidder should have minimum average annual turnover of Indian Rs. 1.50 Cr. (Rupees One Crore Fifty Lacs Only) during the last three (3) financial years (FY: 15-16, 16-17 & 17-18). Audited balance sheet along with Profit & Loss statement and turnover for last three years (Certificate from CA/Auditor shall be attached) with the proposal as per Annexure.
14. Undertaking/Tender acceptance letter as per Annexure.

6. Public Opening and Evaluation of Financial Proposals

- A) After the evaluation of Technical Proposal is completed, MDDA shall notify only those Bidder whose proposals have been short-listed of the same and the date and time for opening of financial proposals.
- B) The Financial Proposals shall be opened publicly in the presence of the Bidder representatives who choose to attend. The name of the Bidder, the technical scores, and the proposed amount shall be read aloud and recorded when the Financial Proposals are opened. There will be an Evaluation Committee constituted by MDDA for evaluation.
- C) The Evaluation Committee will determine whether the Financial Proposals are complete, correct any computational errors, etc.
- D) The Bidder who has bid the lowest amount (L1) will be invited for discussions/clarifications for the purpose of signing a Contract Agreement.

7. Conflict of Interest

A Bidder shall not have a conflict of interest that may affect the Selection Process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MDDA shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to MDDA for, inter alia, the time, cost and effort of MDDA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to MDDA hereunder or otherwise.

MDDA requires that the Bidder provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

8. Number of Proposals

No Bidder shall submit more than one Proposal for the Project. A Bidder applying individually or as an Associate shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be.

9. Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including visits to the Authority, Project site etc. MDDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

10. Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

- a) made a complete and careful examination of the Tender;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Tender or furnished by or on behalf of the Authority or relating to any of the matters referred in this Tender;
- d) Satisfied itself about all matters, things and information, including matters referred herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and

- f) agreed to be bound by the undertaking provided by it under and in terms hereof.
- g) The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Tender or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

11. Right to reject any or all Proposals

Notwithstanding anything contained in this Tender, MDDA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Without prejudice to the generality of Clause's, the Authority reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by MDDA for evaluation of the Proposal.

Misrepresentation/improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and the L1 Bidder gets disqualified/rejected, then the Authority reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

12. Clarifications

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought under above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

13. Amendment of Tender

At any time before the submission of Proposals, MDDA may amend the Tender by issuing an addendum/corrigendum in writing or by standard electronic means. The addendum/corrigendum shall be uploaded on the MDDA/e-tendering website and will be binding on all of them. Bidder shall update themselves by visiting the website regularly, for not being updated by the bidders themselves, MDDA bears no responsibility. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an

amendment into account in their Proposals MDDA may, if the amendment is substantial, extend the deadline for the submission of Proposals.

14. Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this Tender. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

15. Proposal Due Date

Proposal should be submitted on or before date and time as mentioned in schedule of selection process at e-tendering website i.e. www.uktenders.gov.in and in the manner and form as detailed in this Tender document.

The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Tender uniformly for all Bidders.

16. Late Proposals

Proposals received after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

17. Bid Security

The Bidder shall furnish as part of its Proposal, a Bid Security of Rs.1860000/- (Rupees Thirty seven lakhs twenty thousand Only) in the form of a Demand Draft/Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India in favour of the Secretary, Mussoorie Dehradun Development Authority payable at Dehradun (the "Bid Security"), The Selected Bidder's Bid Security shall be returned, upon the Bidder submitting the Performance Security at the time of signing the Agreement which shall be 5% of the Contract Value.

Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

The Bidder, by submitting its Proposal pursuant to this Tender, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter

alia, the time, cost and effort of the Authority in regard to the Tender including the consideration and evaluation of the Proposal under the following conditions:

- a) If a Bidder submits a non-responsive Proposal;
- b) If a Bidder withdraws its Proposal during the period of its validity as specified in this Tender document and as extended by the Bidder from time to time;
- c) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments as required
- d) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment respectively; or
- e) If the Bidder is found to have a Conflict of Interest as specified.

18. Submission, Receipt, and Opening of Proposal

- 1) The Bidder shall submit their Technical and Financial Proposals Online only. The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format given in the Tender.
- 2) An authorized representative of the Bidder shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL". **The financial proposal shall be submitted online only and shall be signed digitally.**
- 3) The envelopes containing the EMD, Bid Document Fee, Original Power of Attorney etc. shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE 16:00 Hrs. on 28/06./2019". MDDA shall not be responsible for misplacement, losing or premature opening if the envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. **The Financial Proposal shall be submitted online only and shall be sealed digitally. If the Financial Proposal is not submitted online digitally sealed, this will constitute grounds for declaring the Proposal non-responsive.**
- 4) **Online Submission:** Signed "Technical Proposal" shall be uploaded in the prescribed format and supporting documents along with scanned copy of EMD, Bid Document Fee and Power of Attorney as mentioned. Similarly, the original signed 'Financial Proposal' shall be placed in a digitally sealed envelope clearly marked 'Financial Proposal' and shall contain the financial proposal in the prescribed format.

19. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

20. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement with MDDA.

21. Pre-Bid Meeting

Pre-Bid Meeting of the Bidders shall be conducted in accordance to the Schedule of the Selection Process at the designated date, time and place.

22. Miscellaneous

1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Dehradun shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.
2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) suspend and/ or cancel the Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
3. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
4. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
5. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Section- 4
Technical Proposal - Forms

FORM-I
Letter of Proposal
(On Bidder's letter head)

(Date and Reference)

To,

.....
.....
.....

Sub: Selection of Firm/Agency for Maintenance of Parks, Dividers, Rotaries, Pots, Murals & Lights and O&M of Fountains including Electrical, Landscape and Horticulture Works.

Dear Sir,

With reference to your Tender Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Firm/Agency for Maintenance of Parks, Dividers, Rotaries, Pots, Murals & Lights and O&M of Fountains including Electrical, Landscape and Horticulture Works.

The proposal is unconditional and unqualified.

1. I/We acknowledge that the MDDA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Firm/Agency, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Firm/Agency for the aforesaid Project.
3. I/We shall make available to the MDDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of MDDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been

expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/We certify that I/we or any of our Associates have not been blacklisted/ debarred/ termination of contract except for reasons of convenience of Client by any government/ government board/ corporation/ company/ PSU Company/ statutory body/ non-government.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Tender Documents, including any Addendum issued by the Employer;
 - (b) I/We do not have any conflict of interest in accordance to the Tender Document;
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Firm/Agency, without incurring any liability to the Applicants in accordance to the Tender document.
9. I/We declare that we/any member of Consortium, are is not a member of any other Consortium applying for Selection as a Firm/Agency.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or directors /managers/employees or against to be engaged team members.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Firm/Agency or in connection with the Selection Process itself in respect of the above-mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the Tender document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 (One Hundred Twenty Days) days from the PDD specified in the Tender.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in prescribed format.
17. In the event of my/our firm being selected as the Firm/Agency, I/we agree to enter into an Agreement.

18. I/We have studied Tender and all other documents carefully. We understand that except to the extent as expressly set forth, we shall have no claim, right or title arising out of any documents or information provided to us by the MDDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the project.
19. The Financial Proposal is being submitted online along with the Technical Proposal separately digitally sealed. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the Tender Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Bidder/ Lead Member)

FORM-II

Firm's References

Using the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Relevant services carried out in the last five years that best illustrate qualifications

Firm's Name:

Assignment Name:		Country:
Location within Country:		Staff provided by your Firm/ (profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-months: Duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Rs.):
Name of Associated Firms/Agencies, if any:		No. of months of staff provided by Associated Firms/Agencies:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

FORM-III

UNDERTAKING/TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

**VICE CHAIRMAN
MDDA, TRANSPORT NAGAR
DEHRADUN**

Sub: Acceptance of Terms & Conditions of Tender.

Reference No: -----

Name of Work: Selection of Firm/Agency for Maintenance of Parks, Dividers, Rotaries, Pots, Murals & Lights and O&M of Fountains including Electrical, Landscape and Horticulture Works.

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Works' from the web site(s) namely: as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from **Page No. --to ---** (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

7. There has been no conviction by a Court of Law or indictment / adverse order by a regulatory authority for a grave offence against us. It is further certified that there is no investigation pending against us or the CEO, Directors of our concern.
8. That the decision of MDDA will be undisputable in accepting or rejection of my / our offer.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORM-IV

Format for Annual Turnover as per the Audited Accounts Towards the qualifying experience

(Equivalent in Rs. Crores)

Bidder Name*	-----(<i>Name of Firm/Agency</i>)				
FY	2015-16	2016-17	2017-18	Total	Average
Annual Turnover					
Net Worth					
Certificate from the Statutory Auditor/ Chartered Accountant					
This is to certify that..... (<i>Name of the Firm/Agency</i>) has received the payments and earned net profit shown above against the respective years.					
Name of the audit firm/CA:					
Seal of the audit firm/CA:					
Date:					
<i>(Signature, name, registration no. and designation of the authorised signatory)</i>					

- # The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
- * Bidder should fill in details as per the row titled Annual turnover and net profit in the row below. In case the Bidder is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheet for consideration.

POWER OF ATTORNEY

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./ Ms..... Son/Daughter/Wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as (.....) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the MDDA, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with MDDA in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with MDDA.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVENAMEDPRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney, Bidders may submit a General Power of Attorney notarized in India. However, at the time of negotiation it is mandatory to submit the Power of Attorney executed and issued overseas, legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*