

Dated: 7 July 2023

M/s. \_\_\_\_\_

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**TENDER REF NO: TWS/LANDSCAPING/001**

**SUBJECT: TENDER FORM FOR LANDSCAPING WORK AT THE WORLD SPA  
COMPLEX, GURGAON**

1. The World Spa invites sealed item rates tender for above work. Complete Tender Documents comprising of followings are issued herewith.
  - **Annexure I: Instructions to Tenderers**
  - **Annexure II: Tender Conditions**
  - **Annexure III: Scope of Work**
  - **Annexure IV: Format of Covering Letter by Tenderers**
  - **Annexure V: Price Bid Issues**
  - **Annexure VI: Format for Eligibility Criteria and Technical Bid**
  - **Annexure VII: Format of undertaking by the firm for Eligibility Conditions**
  - **Annexure VIII: Format for Commercial Bid**
  
2. Tenderer should sign on each page of tender document, affix their Seal and submit tender in sealed envelope in the manner prescribed in Annexure - I on or before 17 April 2023 by 1600 hrs.

Issued by and on behalf of  
**Estate Office, TWS**

## **ANNEXURE – 1 – INSTRUCTIONS TO TENDERERS**

### **GENERAL**

1. TWSEO invites Tender through a two-bid system (i.e. Technical and Financial bids) from eligible applicants who fulfill qualification criteria as stipulated in **Annexure VI**. Tenderers are advised to inspect and examine the site and surroundings to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before framing up their tender. For site visit and any clarification / information / assistance, the intending tenderer should visit the site at 1000 hrs. on 14th April 2023 to assess the complete scope of work to be carried out on ground. **Site visit and assessment of the scope of work by tenderers is compulsory and no bids will be accepted without visit of the bidders to the site.**

### **SUBMISSION OF TENDER**

2. The tender, complete in all respects, shall be submitted along with Earnest Money Deposit (EMD) of **Rs 10,000/-** (Rupees Ten thousand only), drawn in the form of a demand draft in favour of “The World Spa Apartment Owners Association”, payable at Gurgaon. EMD must be valid up to 45 days after the bid validity period. Tenders without EMD are liable to be rejected. In case the tender is not accepted, EMD will be refunded to the tenderer (without interest) after completion of the tendering process.

3. Tender form shall be submitted in a sealed cover only. Address and telephone number of the contractor must be mentioned on the rear side of the envelope. Technical Bid and Commercial Bid shall be submitted in separate envelopes, clearly mentioning technical bids / commercial bids on the envelope. Both the envelopes shall then be put in one envelope mentioning the name of the project. Sealed bids should be deposited in the locked tender box located at site reception by 1600 hours on 17<sup>th</sup> April 2023. No bids will be accepted after the tender box has been opened by The World Spa Estate Office authorities.

4. Tender form will bear the caption on the sealed envelopes:

**“TENDER FORM: LANDSCAPING WORK AT THE WORLD SPA COMPLEX – TO BE OPENED BY TWSEO ONLY”**

5. Tenders, if sent by post, must reach TWSEO on or before 17<sup>th</sup> April 2023 by 1600 hrs, failing which, the same will not be considered.

6. Tenders shall be submitted in sealed envelope as under:

<b>Name of work</b>	<b><u>TENDER FORM FOR LANDSCAPING WORK AT THE WORLD SPA COMPLEX, GURGAON</u></b>
<b>Tender Submission Date &amp; Time</b>	17 <sup>th</sup> April 2023 by 1600 hrs.
<b>Addressed to</b>	Estate Office, The World Spa Complex

7. The Envelope shall contain the following:

- (a) EMD of **Rs. 10,000/-** in the form of Demand Draft.
- (b) **TECHNICAL BIDS and COMMERCIAL BIDS in two different envelopes**, contained in one envelope, clearly individually mentioning TECHNICAL BIDS/ COMMERCIAL BIDS.
- (c) All pages of tender documents, including this page duly signed and seal affixed.
- (d) Price bid duly filled with individual item rates, corresponding amount and total price as per the BOQ.
- (e) **All the documents submitted with the tender form should be arranged in a serial-wise manner, and marked with flags.**

8. **DEVIATIONS TO TENDER CLAUSES**. Tenderers are advised not to stipulate any deviation. Conditional tenders are liable to be rejected. Tenderer should have valid PAN, Registration and GST numbers.

9. **AWARD OF WORK**

- (a) TWSEO also reserves the right to accept or reject any tender, in part or full, without assigning any reason whatsoever. The TWSEO will also reserve complete rights to award only a part of the entire scope of work at the time of placing Work Order, in case the requirement of a particular Job/Work is not found required/justified.
- (b) TWSEO also reserves the absolute right to reject any or all the tenders at any time, solely based on the past unsatisfactory performance by the tenderer(s).
- (c) The contract will be awarded on turnkey basis which will include complete jobs specified in the tender. **Separate job - wise contracts will not be considered.**

10. **CORRECTIONS / AMBIGUITIES**

- (a) All corrections in the schedule of rate should be initialed.
- (b) Inconsistencies / ambiguities in the price bid (schedule of quantities) shall be dealt with in accordance with the following rules: -
  - (i) This is an item rate tender, only rates quoted shall be considered. Any tender containing percentage below / above the rates is liable to be rejected.
  - (ii) Rates quoted by the tenderer in figures and words shall be accurately filled. If a discrepancy is found, the rates, which are in words, shall be taken as correct.
  - (iii) In the event no rate has been quoted for any item(s), or leaving space blank, it will be presumed that the contractor has included the cost of this / these

item(s) in other items and rate for such item(s) shall be considered as zero, and work will be required to be executed accordingly.

11. **FIRM RATES**. The rates quoted by tenderer shall remain firm till completion of all works, even during the extended period.
12. **EMD** of the unsuccessful tenderer shall be refunded without any interest after completion of the tendering process, by submitting an application for refund of EMD. The EMD of successful tenderer will be refunded after submission of Performance Security Deposit (PSD).
13. **PERFORMANCE BANK GUARANTEE**. A Performance Bank Guarantee (PBG) of 3% of the total contract value (incl GST), from a nationalized or private sector bank, will be payable by the vendor to the "The World Spa Apartment Owners Association". The validity of the PBG must be of one year from the successful completion of all the contractual obligations. **A period of one year will be observed as the defect liability period during which the vendor will be responsible for all faults/repairs arising from the executed work.** The PBG will be returned on successful completion of the defect liability period. In case the execution of the **vendor** contract is delayed beyond the contracted period and the purchaser grants extension of delivery period, with or without LD (Liquidated Damages), the supplier must get the PBG revalidated, if not already valid.
14. **PAYMENT TERMS**. 90% of the payment for each Job to contractor will be made after completion of the specific Job and satisfactory assessment by the school authority. 10 % of the remaining payment will be released by the Estate Office after completion of the entire work and satisfactory assessment by the authority. Different Jobs in the scope of the project may be undertaken simultaneously. However, it shall be ensured by the selected bidder that all works are executed in a logical sequence, so that a subsequent Job does not cause damage or alters a completed Job. **The selected bidder will necessarily be required to get the plan of project execution approved from the TWSEO authorities before commencement of the project.**
15. **SCHEDULE OF WORK**. The entire work under the contract must be completed in all respects by the vendor **within a period of 45 days from the date of the work order.** Extension can only be granted under unmanageable conditions, on receipt of application from the vendor stating specific reasons for extension
16. **DISPOSAL OF OLD ITEMS**. Bidder will account for and stack all saleable and non-saleable items which come out during work. The saleable and non- saleable items will be checked by Engineer in-charge.
17. **CLEARANCE OF DEBRIS**. The contractor will be responsible for lifting of all debris from the site and its disposal as per Govt. regulations.
18. **PENALTY FOR UNSATISFACTORY/ NON-COMPLETION OF WORK**. In case of unsatisfactory work, or non-completion of work by the contractor within the stipulated time i.e. 30 days from the date of issuing work order by TWSEO, a penalty of 0.5% per week of the total job cost, as applicable, will be levied to the contractor and the penalty amount will

be deducted from the final payment to the contractor. The defect liability period will automatically shift to one year from the new date of satisfactory completion of all the contractual obligations.

**ANNEXURE – II – TENDER CONDITIONS**

Name of work	To carry out Landscaping Work at the The World Spa Complex, Sec 30, Gurgaon
Earnest Money Deposit (EMD)	<b>Rs. 10,000/- in the form of DD.</b>
Site Visit and Pre-bid Meeting of Vendors	14.04.2023 at 1000 hrs
Last date of seeking clarifications	14.04.2023 by 1200 hrs
Last date of Tender Submission	17.04.2023 by 1600 hrs
Date & Time of opening of Tender	On 17.04.2023 at 1600 hrs. Vendor representatives are invited to attend the opening of Tender, however the same is not compulsory. Commercial bids will be opened for only technically qualified bidders.
Validity of Tender	180 days from the last date of submission of tender.
Stipulated date of Commencement of work	<b>Within 15 days</b> from the date of issue of Work Order, or as per the instructions of the TWSEO authorities.
Completion Period	The entire scope of work shall be completed within 30 days from the date of work order.
Performance Bank Guarantee	<b>3% of the contract value</b> Performance Bank Guarantee issued by the Private/Public sector bank within 15 days from the date of contract. To be valid for a period of one year beyond the date of completion of contractual obligation/work.
General responsibility of the contractor	The contractor shall physically assess the requirement as suggested / observed by the authorities and execute the whole and every part of work in the most substantial and proper manner in all respects as per specification.
Authority for submission of Tender & Tender Security (EMD), required documents and seeking clarifications on tender documents	The World Spa Estate Office.

**ANNEXURE – II – TENDER CONDITIONS (CONTD...)**

1. In any case, if tenders are not opened due to any reason, the tender documents, and EMD shall be returned to all bidders.
2. Conditional tenders will not be accepted.
3. A tenderer shall submit only one bid in the particular tendering process. A tenderer who submits or participates with more than one bid, will cause all of the proposals in which the tenderer has participated, to be disqualified. No tenderer can be a sub-contractor while submitting a bid individually in the same bidding process. If the tenderer does not meet the criteria stated above, the tender shall be considered ineligible for participation in tender process and the tenderer(s) shall be considered ineligible applicants.
4. If there is any misrepresentation of facts with regards to the undertaking(s) submitted, the same will be considered “fraudulent practice” and the tender submission of such tenderer will be rejected.
5. EMD/ Performance Security of successful bidder may be forfeited, if the bidder withdraws, or amends, or deviates from the tender in any respect.
6. The EMD/performance security shall be forfeited in case: -
  - (a) If the bidder withdraws or amends, impairs or derogates from the tender in any respect, within the period of validity of this tender.
  - (b) If the bidder having been notified of the acceptance of his tender by the TWSEO, fails to undertake the work during the period of its validity,
  - (c) If the bidder fails to furnish the Performance Security for the due performance of the contract.
  - (d) If the bidder fails to sign the agreement.
  - (e) Fails or refuses to execute the contract.
  - (f) Fails to respond to queries by the TWSEO.
7. The World Spa Estate Office will not compromise with the quality or accept sub-standard material. At any stage, if it is found that supplier has supplied inferior quality or different specifications, the payment shall be made for such items after reasonable deduction(s)/ rejection of the lot and forfeiting of Performance Security/ EMD, as deemed fit in the circumstances, and as decided by the TWSEO.
8. The rates quoted by the bidder shall be for complete Landscaping work as per the specification(s), and shall be inclusive of all applicable tax, duty(ies), loading, unloading, packing, transportation from works to TWS, installation etc., and nothing extra/additional shall be payable on these rates.

9. The TWSEO can ask for any clarifications & documents at any stage of the procurement, depending upon the circumstances, to ascertain quality of material used.
10. All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.
11. The TWSEO will not be responsible for any loss of property, manpower, and issues related to labour and/or labour laws of the bidder, involved in the Landscaping work at TWS.
12. Bidder will strictly follow all the safety measures as per the rules of the government.
13. The agencies will adhere to all safety measures, while going for Landscaping Work.
14. Counter conditions by the Tenderer in matters concerning payment of bills are not acceptable.
15. The bidder will have to enclose the copies of PF, ESI and previous challans for releasing subsequent payment (if needed)
16. The bidder will be required to arrange for police verification of all his staff & labour and be responsible for their security and administration.
17. TWSEO reserves the right to accept or reject any/all tenders without assigning any reason.
18. **QUALIFICATION CRITERIA.** The tenders for this contract will be considered only from those tenderers who meet requisite eligibility criteria as mentioned below: -
  - (a) Firm should be registered. Certificate of Registration will be submitted.
  - (b) The firm must have experience of minimum 5 years or more in the same field. Supporting documents (work order/sanction order) to be attached.
  - (c) Tenderer should have undertaken at least two single works of similar nature, each of minimum value of at least 10 lacs (including tax), for the Landscaping work in last five years. Supporting work orders to submit.
  - (d) The annual turnover of the tenderer should not be less than Rs. 20 Lakhs in the field of Landscaping in at least two of the last five financial years.
  - (e) Following documents are to be submitted by the bidder:
    - (i) Proof of GST Number, PAN.
    - (ii) Income Tax Return of last two years.
  - (f) An undertaking on the firm's letterhead as per the format attached at Annexure VII will be submitted to certify the following: -
    - (i) The firm should not have been black listed from any Govt./ Ministry/ PSU Organization.



- (ii) The firm should not have been penalised for non-performance / execution or completion of task of more than 10% of contract value in any contract.
- (iii) Tenderer must not have been suffered bankruptcy during the last 5 years.

**Note:** If any bidder is exempted from any criterion mentioned above, he/ she should submit government letters or orders and required certificates in support of their claims.

- (g) The tender submission by tenderers, who do not qualify the minimum qualifying eligibility criteria, shall not be considered for further evaluation and therefore rejected.

19. **ARBITRATION CLAUSE**. That in case of any dispute between first party (TWSEO) and the other party (Bidder) arising out of or in relation to the agreement, the dispute shall be referred to Hon'ble Board of Managers of World Spa for arbitration. The award of the said Arbitrator shall be binding upon both parties. The seat of the arbitration shall be at TWSEO.

20. **RIGHT OF ACCEPTANCE OF OFFER**

(a) The TWSEO reserves the right to accept partly or reject any offer without assigning any reason thereof. The TWSEO does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the qty. Bidder shall supply the same at the rate quantity offered.

(b) In respect of enquiries, which call for procurement of more than one item, the TWSEO reserves the right to consider and accept the offer for any of the items in the enquiry reserving the right to utilize the offer for balance items at a later stage within the validity of offer.

21. **FORCE MAJEURE**

(a) Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party informs the other party, in a written form, within 14 days of its occurrence.

(b) Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions and quarantine restriction beyond the control of either party.

22. **RIGHT TO VARIATION CLAUSE**. To take care of any change in the requirement during the period between issue of RFP and conclusion of contract, APS reserves the right to increase or decrease the quantity of the required deliverables by 50%, without any change in the terms & conditions and prices quoted by the bidder. While concluding the contract, the quantity can be accordingly increased or decreased at the same terms of conditions.

23. **LIQUIDATED DAMAGES (LD)**. In the event of the BIDDER's failure to submit the Bonds/Guarantees/ Documents or/and supply/performance the items/services as per Delivery schedule specified in the contract, the TWSEO may, at his discretion, withhold any payment until the completion of the contract. The TWSEO may also deduct LD to the sum of 0.5% of the contract price of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

24. **MODIFICATION AND WITHDRAWAL OF BIDS**. Bidder can modify his bid any number of times before bid submission closing date and time. Bidder can also withdraw his bid before bid submission closing date and time. Withdrawn is allowed only once in a tender. If a bidder withdraws his bid, he cannot participate in the particular tender again.

25. **LABOUR LAWS**. The Bidder shall abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance, ESI, PF, etc. This will be the sole responsibility of the bidder. TWSEO will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to non-conformance by the bidder, under no circumstances TWSEO will be liable for the same.

26. **TERMINATION FOR DEFAULT**. The TWSEO may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part in case of the undermentioned reasons:

- (a) If the bidder fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the TWSEO.
- (b) If the bidder fails to perform any other obligations under the contract.
- (c) If the bidder, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the TWSEO may authorize in writing) after receipt of the default notice from the TWSEO
- (d) On a notice period of 30 days.
- (e) In the event the TWSEO terminates the contract in whole or in part pursuant to above para, the TWSEO may hire another bidder at the risk and cost of working bidder under contract, as TWSEO deems appropriate. However, the bidder shall continue the performance of the contract to the extent not terminated.

27. **MISCELLANEOUS**

- (a) The Tenderers may obtain further information / clarification, if any, in respect of this tender documents from the TWSEO.
- (b) The TWSEO management has right to accept or reject any or all proposals +without assigning any reasons. No tenderer shall have any cause of action or claim against the TWS management for rejection of this proposal.

**ANNEXURE III – SCOPE OF WORK**

<b>BOQ Landscaping TWSA</b>			
<b>S.N</b>	<b>Head</b>	<b>Item Description</b>	<b>Quantity</b>
	<b>Planter Area</b>	<b>WSPA West Area 1 (Pond Area)</b>	
1		FRP Stonecraft Planters. Ivory Color. Dimension 24"LX12"WX12"H	24
2		FRP Stonecraft Planters. Ivory Color. Dimension 14"LX14"WX18"H	4
3		Plants for Stonecraft 24"LX12"WX12"H planters. Offer to include cost of substrate Plant options: Plumbago, Galphinia, Ixora Dwarf, Murraya Exotica, Arabian Jasmine (Quantity indicates per plant variety)	72
4		Plants for Stonecraft 14"LX14"WX18"H planters Offer to include cost of substrate Plant options: Thumbergia erecta, Plumeria, Cerebella Odulam, Tikoma bush (Quantity indicates per plant variety)	4
		<b>WSPA East Area 1 (Pond Area)</b>	
5		FRP Stonecraft Planters. Ivory Color. Dimension 24"LX9"HX9"W	14
6		Fiber Glass planter, Ivory color, 16" NS face, as per photo1	5
7		Plants for Stonecraft 24"LX9"WX9"H planters Offer to include cost of substrate Plant options: Plumbago, Galphinia, Ixora Dwarf, Murraya Exotica, Arabian Jasmine (Quantity indicates per plant variety)	42
8		Plants for Fiber Glass 16" NS Face planters Offer to include cost of substrate Plant options : Pandanus, Chrolophyttum, Duranta erectaum variegatum	5
		<b>WSPA West Area 2 (Path towards club house)</b>	
9	Fiber Glass planters, Concrete texture (Grey), Dimension 36"LX12"WX12"H	8	
10	Fiber Glass planters, Concrete texture (Grey), Dimension 12"LX12"WX12"H	8	
11	Plants for Fiber Glass Planters 36"LX12"WX12"H planters Offer to include cost of substrate Plant options: Raphis Palm, Pygmy Date Palm, Chinese Table Palm, Dwarf Frangipani, Lagerstromia dwarf etc	24	

12		Plants for Concrete texture 12"LX12"WX12"H planters Offer to include cost of substrate Plant options : Malphigia (Ball Topiary)	8
	<b>PLANT BED AREA</b>	<b>WSPA West Area 3 (Front of Villas)</b>	
13		FRP ponds, Dimensions 52"LX28"WX12"H	3
14		Plant Fountain Grass 8"	50
15		Plant Equisetum Hyemale 6"	30
16		Plant Kamal Cactus/Yucca 14"	8
17		Plant Ground Cover ( Tradescantia Zebrina, )	400
		Purple Heart Spider	400
		Mondo Grass	100
18		Plant Enarmi Hedge	800
19		Stone Chips for path (PI visit site to estimate quantity for full coverage) Area	100 sq ft
20		Water plants (PI visit site to choose appropriate plants and estimate quantity for full coverage) water hyacinth, water lettuce, water moos and hydrocotyle each 20nos.	80
		<b>WSPA West Area 4 ( Behind Club House )</b>	
21		Budha Bamboo 3 FT	50
22		Kamal Cactus/Yucca 14"	30
	<b>Vertical Living Wall</b>	<b>WSPA East Area 2 (Vertical Living Wall)</b>	
23		Total area covered 320 sft Total number of Plants: 960 Offer to include cost of metal frame (MS) 1" sq bar, vertical module, substrate, planters and plants Choice of plants to be stated in the offer - plants should be appropriate for vertical wall gardening and easy maintenance	320
24		Drip irrigation system ( Manual ) . Price includes cost of drip tube, PC emitters, and flow controllers and plumbing labor.	320

**ANNEXURE IV – FORMAT OF COVERING LETTER BY TENDERERS**

**(PRINTED ON FIRM'S LETTER HEAD)**

**The TWSEO,  
Sector 30  
Gurgaon**

**SUBJECT: TO CARRY OUT LANDSCAPING WORK AT THE WORLD SPA COMPLEX**

Sir,

I / We have read and examined the tender documents relating to above mentioned work and have read the Annexure I and II and the technical specifications/job requirements.

I / We hereby tender for execution of the work referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and other details at the rates contained in schedule and within the period of completion.

I / We agree to keep the tender open for acceptance for 180 days from the due date of submission and if I / we fail to keep the tender open as aforesaid, or make any modifications in terms and conditions of the tender which are not acceptable to the management committee, the management committee, without prejudice to any other right or remedy, will be at liberty to forfeit the said earnest money absolutely.

A sum of Rs. \_\_\_\_\_/- (Rupees\_\_\_\_\_ only). is hereby forwarded as "Earnest Money Deposit" in the form of Demand Draft payable at Gurgaon.

Should our tender be accepted, I / We agree to abide by and fulfill all the terms and conditions of aforesaid document.

If I / We fail to commence the execution of the work within 15 days as provided in the Work Order conditions, you shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely.

Signature of Contractor .....

(Duly authorized to sign the tender)

Date .....

Address .....

**ANNEXURE V - PRICE BID ISSUES**

1. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

2. In respect of **Two-Bid** system, the TECHNICAL BIDS forwarded by the Bidders shall be evaluated by TWSEO with reference to the technical criteria and terms & conditions as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. **The COMMERCIAL BIDS of only those Bidders will be opened whose Technical Bids would clear the Qualification and Technical evaluation.**

(a) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the **Commercial Bid**. All columns of the Commercial Bids shall be filled in by the bidder. In the event no rate has been quoted for any item(s), leaving space blank will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly. All taxes and duties quoted by the Bidders (including those for which exemption certificates are issued) will be considered. The ultimate cost to TWSEO would be the deciding factor for ranking of Bids.

(b) No document is required to be attached with the commercial bid. Unreasonably inflated or deflated bids may be avoided. Cutting/alteration made in the tender shall render it invalid. The World Spa Estate Office reserves the absolute right to reject the tender without assigning reason, whatsoever it may be.

(c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, including standard taxes applicable as on date issued by the Govt., the unit price will prevail and the total price will be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

**ANNEXURE VI – FORMAT FOR FINANCIAL ELIGIBILITY CRITERIA****(AS PER SCOPE OF WORK)****ELIGIBILITY CRITERIA CHECKLIST**

<b><u>S. NO</u></b>	<b><u>ITEM</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
1	Firm is registered. Certificate of Registration submitted by the bidder		
2	The firm must have experience of minimum 5 years or more in the same field. Supporting documents (work/sanction orders) submitted.		
3	Firm has executed at least two works of at least 10 lacs (including tax) in the same field in the last five years. Supporting Work Orders submitted.		
4	The annual turnover of the tenderer is not less than Rs. 20 Lakhs (excluding tax) in the field of construction/repairs in at least two of the last five financial years.		
5	Following documents submitted :- i. Proof of service Tax Number, Sales Tax Number, GST Number, PAN Number. ii. Income Tax return of last three years.		
6	Undertaking on the firm's letterhead as per Annexure VII submitted by the firm.		
7	Only one tender has been submitted by the firm and no subletting will be done (except structural rehabilitation) if awarded the contract.		

**ANNEXURE VII - (PRINTED ON FIRM'S LETTER HEAD)**

**The World Spa Estate Office,  
Sec 30  
Gurgaon**

**SUBJECT: UNDERTAKING FOR ESSENTIAL ELIGIBILITY CRITERIA.  
ON THE LETTER HEAD OF THE FIRM**

Sir,

1. We, M/s ..... Firm Registration No. .... have applied for the project of 'Landscaping at The World Spa Complex, Sec 30-41, Gurgaon' against Tender No TWS/Landscaping/001 Dated April 2023. We hereby certify the following:
  - (a) We have not been black listed by any Gov./Ministry/ PSU Organization.
  - (b) We have not been penalized for non-performance / execution or completion of task of more than 10% of the contract in any work.
  - (c) The firm has not suffered bankruptcy during the last 5 years.
  
2. We undertake that above information is factually correct, and in case it is found to be false at any stage, the contract may be cancelled unconditionally, without any reimbursement of money or material to us.

Signature of Contractor .....

(Duly authorized to sign the tender)

Date .....

Address .....



**(AS PER SCOPE OF WORK)****ANNEXURE VIII - FORMAT FOR TECHNICAL BID**

<b>S. No</b>	<b>Description</b>	<b>Qty</b>	<b>Specification</b>	<b>Make/ Brand of Items</b>
<b>JOB-1</b>	<b>WSPA West Area 1 (Pond Area) Planters and plants</b>			
<b>JOB-2</b>	<b>WSPA East Area 1 (Pond Area) Planters and Plants</b>			
<b>JOB-3</b>	<b>WSPA West Area 2 (Path towards club house) Planters and plants</b>			
<b>JOB-4</b>	<b>WSPA West Area 3 (Front of Villas) Green bed area, 2 ponds</b>			
<b>JOB-5</b>	<b>WSPA West Area 4 (Behind Club House) Green bed area, Bird Bath</b>			
<b>JOB-6</b>	<b>WSPA East Area 2 (Vertical Living Wall) Metal Frame, Plants, Planters, Drip irrigation system</b>			

**(AS PER SCOPE OF WORK****ANNEXURE VIII – FORMAT FOR COMMERCIAL BID (CONTD...)****CONSOLIDATED COMMERCIAL BID**

<b>S. No</b>	<b>Description</b>	<b>Per Unit</b>	<b>Qty</b>	<b>Total Amount</b>
<b>JOB-1</b>	<b>WSPA West Area 1 (Pond Area)</b>			
<b>JOB-2</b>	<b>WSPA East Area 1 (Pond Area)</b>			
<b>JOB-3</b>	<b>WSPA West Area 2 (Path towards club house)</b>			
<b>JOB-4</b>	<b>WSPA West Area 3 (Front of Villas)</b>			
<b>JOB-5</b>	<b>WSPA West Area 4 (Behind Club House)</b>			
<b>JOB-6</b>	<b>WSPA East Area 2 (Vertical Living Wall)</b>			
	<b>Total Cost</b>			

**Note:**

1. The bidder should inspect at the site before filling the tender.
2. The contractor shall quote the rates as per format of above table indicating job cost and GST/TAXES separately.
3. All the taxes, GST etc. complete and no extra amount will be paid on this account. The contractor who does not quote the rates, the tender of that contractor shall be rejected out rightly.
4. All the material should be of good quality and of reputed market brands for use in work. No material shall be supplied by the TWS. Quantity/amount can be increased or decreased.
5. The terms and conditions mentioned in the tender document will be considered to the benefit of the TWS if any duplicity in terms and conditions mentioned in the tender arises.