

APPOINTMENT OF CONTRACTOR FOR MAINTENANCE OF PLANTS

MMTC Limited, a Government of India Enterprise, is inviting sealed tenders from renowned Horticulture contractors for maintenance of plants at Corporate Office premises situated at Scope Complex, Core-1, 7, Institutional Area, Lodhi Road, New Delhi – 110003. There are 600 different kinds of plants to be maintained, which are kept at main entrance, stairs at 1st to 7th floor and terrace garden at 6th floor, Scope of work includes Designing, Cutting, Re-arrangement, Manure, Watering, Pesticide, and Replacement of damaged/ withering/ seasonal plants.

Tenders should be accompanied with EMD of Rs.10,000/- (Rs. Ten Thousand only) through BC/DD favouring MMTC Limited, payable at New Delhi. All interested parties are requested to drop their sealed tenders in **two separate envelops comprising (A) TECHNICAL BID (Annexure – I) with prescribed EMD and documents (B) PRICE BID (Annexure – II)** bearing the name and address of the bidders in both bids in Tender Box kept in Administration Division, 2nd Floor, Scope Complex, Lodhi Road, New Delhi latest by 4.00 pm on 29th May, 2017. Tender will be opened at 11.30 a.m. on 30th May, 2017.

The terms & conditions of tender/scope of work are given below :

1. The number of plants available with MMTC are 600, therefore maintenance payable by MMTC will be maximum for 600 plants.
2. Contractor will be responsible for replacement of damaged of same or preferred species by MMTC. In case the contractor fail to replace the damaged plants within the stipulated period a penalty will be imposed as deemed fit by the MMTC.
3. Maintenance includes designing, cutting, re-arrangement, manure, watering, pesticide, replacement etc.
4. One gardener of contractor at the expenses of contractor will be posted at MMTC's Scope Complex Office for watering and maintenance of plants. Besides, the representatives of the contractor will be required to visit MMTC Office premises

minimum twice a week for supervision and guidance of the gardener. No extra charges will be paid for gardener. MMTC shall not be responsible in whatsoever manner for any dispute between the Contractor and his workers, employed by him in relation to the work to be executed under the Contract.

5. The number of plants can be decreased or increased at sole discretion of MMTC. Purchase of plants, if required, may be made by MMTC in consultation of contractor.
6. The contractor will have to provide the seasonal plants from time to time for which no extra charges will be paid by MMTC.
7. All bidders should have valid TIN/Registration Number as applicable.
8. Copy of VAT/Sales Tax certificate shall be provided mandatory and service tax registration, if applicable, shall be submitted too.
9. The period of contract shall be for a period of one year from the date of commencement of the contract. However, the contract may be extended for a further period on mutual consent. MMTC reserves the right to terminate the contract without assigning any reason thereof.
10. Under Public Procurement Policy (PPP) issued by Ministry of Micro, small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum 20% share out of the total procurement of goods and services by Central Ministries/ Departments /Public Sector Undertakings are to be made from MSEs. Further out of 20% target of annual procurement from MSEs, a sub-target of 4% is earmarked for procurement from MSEs owned by Scheduled Cast (SC)/Scheduled Tribes (ST) entrepreneurs. Preference and benefits as applicable will be given to firms registered with the Ministry of MSME as per guidelines prescribed under MSMEs Act, 2006.
11. A copy of registration No. may be enclosed if the bidder having registered in MSME.
12. The compensation, connected expenses and legal disputes between the firm and staff deployed and any unforeseen casualty shall be borne/paid/ settled by the firm and the Department in no way shall be party to the disputes and will have no liability on this account. It is also the firm's liability to provide wages etc. and follow other statutory obligations as per extant rules.
13. CONCILIATION/ARBITRATION : If any dispute (s) or difference (s) of any kind whatsoever arise between the parties (MMTC and Contractor), the parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, MMTC. In the event, no amicable resolution or settlement is reached between the parties

with in 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to the appointed by CMD, MMTC. In case dispute is not settled through amicable settlement same may be referred to arbitration as pr following clause : "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman & Managing Director of MMTC Limited. The provision of Arbitration and Conciliation Act, 1996 shall apply to such arbitration.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and payment due to the contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

In the event of any dispute, the court of Delhi shall exclusive jurisdiction to adjudicate any dispute.

The fee and other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give speaking and reasoned award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

14. FORCE MAJEURE : In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War Civil, Riots, Fire directly affecting the performance of the contract, flood and Acts and Regulations of respective government of the two parties, namely MMTC and the Contractor. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause immediately amounting to Force Mejeure as also the ending of the said clause by giving notice to the other party within 72 hours of he ending of the cause respectively. If deliveries are suspended by Force Majeure conditions. MMTC shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause last.

15. APPLICABLE LAW AD JURISDICTION : All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

16. This office reserves the right to reject any or all the quotations without assigning any reason thereof.
17. The EMD will stand forfeited if the successful bidder withdraws or on notifying the rates, refuses to accept the tender or violates any other terms & conditions of the tender.
18. Interested parties having at least three years experience in this field and owning Nurseries in Delhi/NCR may participate in the tender mentioning particulars on their letter heads as per annexure I and II.

MMTC reserves the right to cancel the contract at any point of time without assigning any reason whatsoever with the notice period of 30 days.

(S.B. Mathpal)

Addl. General Manager (A)

ANNEXURE – I

PROFORMA FOR TECHNICAL BID

1) Tenderer/contractor's Name:

2) Tenderer/Contractor's Address with Telephone, Fax and E-mail:

3) PAN of the tenderer/Contractor (Attach copy):

4) Registration No. of the tenderer/contractor (VAT No. and Service Tax No.)

(Attach copy)

5) In case the party is registered with Ministry of MSME/ its authorized agencies, Copy of registration certificate and store details

6) EMD Details: DD No: _____, Dated: _____, issued by _____ Amount Rs.10,000/-.

7) Details of experience in the field of maintaining plants:

S.No.	Name & Address of Govt. Organization

(Signature of Owner/Authorized Representative)

NAME OF THE AGENCY WITH SEAL

ANNEXURE-ii

PRICE BID

SUB : APPOINTMENT OF CONTRACTOR FOR MAINTENANCE OF PLANTS

S.NO.	Description of work	No. of Plants	Rate Per Plant (Rs.)	Total Amount (Rs.)
1.	Rate of maintenance	600		

Total Rs. _____

(In words Rupees _____)

(Signature of Owner/Authorised |Representative)

NAME OF THE AGENCY with SEAL

Date : _____