



**MMTC LIMITED, NEW DELHI**  
**(A Govt. of India Enterprise)**

**No. MMTC/Estate/Horti/878/18-19**

**Dated: 27.04.2018**

**TENDER DOCUMENT**

**Name of the work: ANNUAL MAINTENANCE OF HORTICULTURE WORK IN L1/1  
HAUZ KHAS & MMTC HOUSING COLONY, SRI AUROBINDO  
MARG, ADHCHINI, NEW DELHI - 110 017.**

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN L1/1 HAUZ KHAS & MMTC  
HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 110 017.**

**No. MMTC/Estate/Horti/878/18-19**

**Dated: 27.04.2018**

**INDEX**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No.</b>
1.	Appendix	3
2.	Tender Document	4
3.	Special terms for E-Tender	7
4.	Eligibility Criteria	10
5.	Instruction to bidders	12
6.	General Instructions	14
7.	Special Conditions	18
8.	Specifications	28
9.	Letter of Submission	30
10.	Annexure I	32
11.	Annexure II	33
12.	Annexure III	35
13.	Annexure IV	36
14.	Annexure V	37
15.	Annexure VI	41
16.	Financial Bid	43

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN L1/1 HAUZ KHAS & MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 110 017.**

**No. MMTC/Estate/Horti/878/18-19**

**Dated: 27.04.2018**

**Appendix**

Period of completion	:	One year with scope of extensions with mutual consent
Earnest Money Deposit	:	Rs. 40,000/- (Rupees Thirty Thousand Only)
Participation Fee	:	Rs. 1,000/- ( Rupees One Thousand Only) – Non-refundable
Address of work sites	:	L1/1 Hauz Khas & MMTC Housing Colony, Aurobindo Marg, New Delhi.
Scope of Work	:	Day to day/ regular maintenance of all horticulture works viz. lawn, all plants including potted plants, hedges, trees & gardens and all other miscellaneous works as per the directions of the Officer-in-charge of MMTC.

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN L1/1 HAUZ KHAS & MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 110 017.**

**No. MMTC/Estate/Horti/878/18-19**

**Dated: 27.04.2018**

**INFORMATION AND INSTRUCTION FOR BIDDERS**

MMTC Limited (A Govt. of India Enterprise) invites e-bids for maintenance of horticulture works in L-1/1 Hauz Khas & MMTC Housing Colony, Sri Aurobindo Marg, Adhchini, New Delhi – 110017 from well – established bidders having experience in similar kind of works, fulfilling minimum eligibility criteria as mentioned in page 10 of this tender document. Interested and eligible bidders may quote their most competitive rates along with the following set of documents. Self- Certified scanned copies of the following documents are required to be furnished through e-mode in the TECHNICAL BID. However, hard copy of Technical Bid with EMD and participation Fee shall be sent in physical mode as well so as to reach the office of General Manager (Estate), 2<sup>nd</sup> floor, Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi on or before the due date.

1. Proof of documents for similar nature of works carried out with CPSU/ Banks/ Government Departments/reputed public or private organizations etc. in the last three financial years i.e. 2014-15, 2015-16 & 2016-17
2. Certified copy of satisfactory services/completion certificates/documentary evidences where the tenderer is providing/has provided the services during the last 3 (three) years.
3. Proof of valid registration with statutory authorities for Works Contract Tax/VAT/TIN & GST certificates etc.
4. Arbitration cases pending against the tenderers, if any, submit details.
5. Whether black listed/put on holiday's list/withdrawal of works etc. by any clients in the last 5 years, if any. Give details.
6. Valid registration with Employees Provident Fund (EPF) authority.
7. Valid registration with ESI authority.

8. Self certified copies of annual turn over details for the last three financial years (including Audited Balance Sheet, IT Returns, Profit & Loss Accounts ending 31<sup>st</sup> March, 2017, certified by CA.
9. Profile of firm/company/organization with employees/staff strength (which includes Nos. of Malis, Supervisors, registered with ESI & EPF authorities along with documentary evidence), tools, tackles / equipments etc.
10. Copy of PAN Card issued by the Income Tax Deptt., Govt. of India.
11. Scanned copies of Non-Refundable Participation Fee in the form of Demand Draft/Pay Order for Rs. 1,000/- (Rupees One Thousand only) is to be enclosed in addition to prescribed EMD of Rs. 40,000/- (Rupees Thirty Thousand only) drawn by any Nationalized/ Scheduled Commercial Bank in favor of MMTC Limited payable at New Delhi unless exempt by Govt. rules/Regulations.(Viz. Regn. Under MSME/NSIC etc.)
12. Details of Bank Account e.g. Name of Bank, name of the Branch, type of account along with a copy of cancelled cheque leaf.
13. Duly filled in **e-payment** proforma /format duly certified by the Bankers to be enclosed (**Annexure-II**).
14. Bidder has to fill and submit the Mandatory Information Form (Annexure I), Terms and conditions as agreed (Annexure IV), Declaration by the bidder (Annexure III) and list of similar assignments completed in last three years (Annexure V) with the Technical Bids.
15. Registered parties, will be required to issue proper Tax Invoices relating to Tax Levies/Duties regarding the services provided/material supplied if any, MMTC shall not be responsible for any default on this account.

<b><u>Sl.No.</u></b>	<b><u>Particulars</u></b>	<b><u>Details</u></b>
1	Start date & time for downloading tender document	27.04.2018 at 1630 hrs
2	Last date & time for downloading of tender document	18.05.2018 at 1200 hrs
3	Participation Fee	Rs.1, 000/- (Rs One thousand only)-Non-refundable.
4	Earnest money deposit (EMD)	Rs.40,000/-(Rupees Forty Thousand only)

5	Due date & time of Tender (two bids) submission : through e-bidding	18.05.2018 up to 1200 hrs
6	Technical bid's [e-bid] opening date	18.05.2018 at 1500 hrs
7	Period of work contract	One year with scope of extensions with mutual consent
8	Address of work site	L1/1 Hauz Khas & MMTC Housing Colony, Aurobindo Marg, New Delhi.

N.B.-

1. Financial bid or rate should not be reflected in any case in the Technical Bid either through E-mode or in Hard Copy.

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN L1/1 HAUZ KHAS &  
MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI -  
110 017.**

**No. MMTC/Estate/Horti/878/18-19**

**Dated: 27.04.2018**

**SPECIAL TERMS & CONDITIONS FOR E-TENDER**

- 1 Offers to be submitted online on MMTC's e-procurement portal <https://mmtc.abcprocure.com> against the respective tender along with scanned copy of duly signed offer on letter head
2. For participating in the tender, Bidder is required to obtain Class III Digital Signature (meant for e-tendering) from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India ([www.cca.gov.in](http://www.cca.gov.in)) for submission of their bids on MMTC's e-procurement portal.
3. BIDDERS ARE REQUIRED TO REGISTER ON THE E-PROCUREMENT PORTAL URL:-<https://mmtc.abcprocure.com>. The bidder should have a valid User Id to access e-Procurement portal of MMTC.

Note: After successful submission of Registration details. Please contact M/s E-Procurement Technologies Limited (EPTL) (as given below), to get the registration accepted/activated.

e-Tendering Registration, Digital Signature, user id / profile activation queries	Mr. Himalaya Vaishnav	M 90990 90830 L 079-4001 6811 079-4001 6866 079-4001 6840/48	<a href="mailto:himalay@abcprocure.com">himalay@abcprocure.com</a>  <a href="mailto:info@abcprocure.com">info@abcprocure.com</a>
--	--------------------------	---	--

4. BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.

5. The internet browser used should be Internet Explorer version 9.0 (32 bit browser only) and above.
- Operating System should be Windows Vista / Windows 7 and above.
  - System Access with Administrator Rights
  - Good Internet Connection.
  - Microsoft Internet Explorer 9.0 (32 bit browser only) or above
  - Valid Digital Signature Certificate(s) for users.
  - Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:
    - Please enable ActiveX Controls & Plug-ins. (Tools Internet Options Security Custom Level) - Mandatory
    - Please add <https://mmtc.abcprocure.com> in to Trusted Website. (Tools Internet Option Security Trusted Sites Add this URL Close) - Mandatory
    - Please disable or uninstall Third Party Toolbar / Add-ons from Browser.
  - For more details, vendors are requested to download the document of "Minimum System Requirement" from the home page of <https://mmtc.abcprocure.com>
  - Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
  - FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

<b>HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))</b>		
<b>Dedicated helpdesk for MMTC</b>		
Name	Email	Phone numbers
<b>Mr. Abhijeet Goware</b>	<a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a>	<b>+91 - 9265562826</b>
<b>e-Tendering Services (Uploading / Bidding)</b>		
Pankesh Kumar	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>	079-40270507 / 91-9374519729
Kapil Purohit	<a href="mailto:kapil.purohit@eptl.in">kapil.purohit@eptl.in</a>	079-40270564
Rahul Dixit	<a href="mailto:rahul.dixit@eptl.in">rahul.dixit@eptl.in</a>	079-40270555
Radhika Chauhan	<a href="mailto:radhika@eptl.in">radhika@eptl.in</a>	079-40270566



-	<a href="mailto:support@abcprocure.com">support@abcprocure.com</a>	
---	--	--

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN L1/1 HAUZ KHAS & MMTC  
HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 110 017.**

**No. MMTC/Estate/Horti/878/18-19**

**Dated: 27.04.2018**

**ELIGIBILITY CRITERIA:**

The e-tenders under Two–Bid Systems on item-rate basis are invited on behalf of MMTC Limited, Core–1, SCOPE Complex, Lodhi Road, New Delhi-110003 from the well-established eligible bidders who have successfully completed three similar types of works in CPSUs/Banks/ Govt. Depts./ Reputed public or private sector organizations of repute during the last 3 (Three) financial years having annual turn-over not less than Rs. 15 lakhs.

1. Please note that the tenders submitted without the requisite Participation fee & EMD in the prescribed manner (through Bank Demand Draft/Pay Order in favour of MMTC Limited, payable at New Delhi) shall be summarily rejected.
2. The bidders have to quote all inclusive rate i.e. rate shall include VAT, Tax, Cess, & Statutory duties etc. The rates once quoted shall be firm and any subsequent price revision/ adjustment/revamping etc. shall not be entertained during the currency of the Contract and will be valid till completion of the work. As such, the bidders are advised to ensure that their offers are complete in all respects and in full conformity with the tender terms and specifications.
3. Therefore, it is the prime responsibility of the bidder to acquaint themselves to understand the tender requirements fully before submission of their tender/bid.
4. **COMPLETION PERIOD:** One year with scope of extensions with mutual consent
5. The technical bids shall be opened on 18.05.2018 at 1500 Hours in the presence of bidders or their duly authorized representatives who wish to be present in Estate Division, 2nd floor, Scope Complex, Lodi Road, New Delhi. The date of opening of financial bid shall be informed later to the bidders who qualify in the technical evaluation process through phone/e-mail at the phone number/e-mail address given by them in their Technical Bid.
6. **Offer validity:** The offer should remain valid for a period of 60 days from the date of opening of Financial bid.
7. Purchase and supply items should be as per the NIT and instructions of Engineer/Site In-charge and samples/brands shall be approved by MMTC before actual use.

Tenders with any condition shall be summarily rejected at the sole discretion of MMTC Limited.

8. Under Public Procurement Policy (PPP) issued by Ministry of Micro, Small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSMEs), 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 MSEMs. Further out of 20% target of annual procurement from MSMEs, a sub-target of 4% is earmarked for procurement from MSEs owned by Scheduled Caste (SC) / Scheduled Tribes (ST) entrepreneurs. Preference will be given to firms registered with the Ministry of MSME as per guidelines prescribed under MSMEs Act, 2006.
9. In case the party is registered with Ministry of MSME/its authorized agencies, the bidder is required to submit registration certificate and store details in addition to above. The MSMEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.
10. MMTC Ltd. does not bind itself to accept the lowest or any other tender and reserves its right to reject / accept any or all the tenders received without assigning any reason whatsoever. Tenders in which any of the prescribed conditions are not fulfilled by the bidder, shall be summarily rejected. Joint tenders shall not be accepted / considered. MMTC also reserves the right of accepting part or whole of the tender and the bidder shall meet the same as per the tender requirements.
11. Any deviation from the tender's terms & conditions will render the tender invalid. Further any wrong or misleading information etc. shall not be accepted and such bidders shall be debarred for three years for participating in any future tenders.
12. Blacklisting of the bidder/placement on Holiday list/Criminal proceedings in any court of law/barred from tendering in any CPSEs/Govt. Dept. in the preceding three years shall be disqualified without notice. Any concealment on these and other incriminating counts shall be sufficient for determination/annulment of the contract as per law of the land.
13. The Service Charge quoted in the Financial Bid shall not be 'ZERO' which is unrealistic.

**Yours faithfully,  
For MMTC LIMITED**

**(S.K. Dutta)  
Chief Manager (E)**

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN L1/1 HAUZ KHAS & MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 110 017.**

**No. MMTC/Estate/Horti/878/18-19**

**Dated: 27.04.2018**

**INSTRUCTIONS TO BIDDERS**

**TENDER SUBMISSION PROCEDURE:**

The bidder shall submit the tender in two bid system. **PART – 1** shall be **TECHNICAL BID**, **PART – II** shall be **FINANCIAL BID**.

The bidder shall enclose the following papers, documents with the Bid:

**ENCLOSURES TO PART – I (BOTH THROUGH E-MODE & PHYSICAL MODE):**

E-TENDER DOCUMENTS ALONG WITH THE ATTESTED COPIES OF COMPLETION CERTIFICATES/ PERFORMANCE CERTIFICATES ISSUED BY THE CLIENTS WHERE SIMILAR WORKS HAVE BEEN EXECUTED IN THE PRECEEDING THREE YEARS, COPIES OF LOI/ AWARD LETTER/W.O. INDICATING B.O.Q.S ETC OF SIMILAR NATURE/TYPE SHOULD BE ENCLOSED AS A PROOF, INCLUDING WORKS EXECUTED IN MMTC LIMITED, DELHI-NCR. **If submitted – tick (yes)**

EARNEST MONEY DEPOSIT OF RS. 40,000/- (Rupees Thirty Thousand Only) IN THE FORM OF DEMAND DRAFT/PAY ORDER DRAWN ON ANY NATIONALIZED/SCHEDULED COMMERCIAL BANK IN FAVOUR OF 'MMTC LIMITED' PAYABLE AT 'NEW DELHI'. THE NON-REFUNDABLE PARTICIPATION FEE OF RS. 1,000/- (Rupees One Thousand only) THROUGH DD/ PAY ORDER IN FAVOUR OF 'MMTC LIMITED' DRAWN ON NATIONALIZED/SCHEDULED COMMERCIAL BANKS, PAYABLE AT 'NEW DELHI' ALSO SHALL HAVE TO BE SUBMITTED UNLESS EXEMPT BY GOVT. RULES/REGULATIONS.(VIZ. REGN. UNDER MSME/NSIC ETC.) FOR WHICH DOCUMENTARY EVIDENCE SHALL BE ENCLOSED INVARIABLY BY THE BIDDER **If submitted – tick (yes)**

PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: SELF CERTIFIED COPY OF WORK CONTRACT TAX, VAT, EPF/ESI/TIN, PAN NO, GST, LOCAL AUTHORITIES ETC. **If submitted – tick (yes)**

CERTIFIED COPY OF 'ANNUAL TURN-OVER' FOR THE LAST THREE CONSECUTIVE FINANCIAL YEARS DULY AUDITED INDICATING ANNUAL TURNOVER, BALANCE SHEET, INCOME TAX RETURNS, P&L ACCOUNT ETC. TO BE SUBMITTED. **If submitted-tick (yes)**

PROFILE OF THE FIRM / COMPANY WITH MANPOWER (WHICH INCLUDES PROVISION OF MINIMUM 8 NOS FULL TIME GARDENERS, ONE SKILLED & 7 SEMI-SKILLED MALIS, SUPERVISORS WELL VERSED WITH THE WORKS TO BE CARRIED OUT) INCLUDING COPIES OF REGISTERED PARTNERSHIP DEED / PROOF OF PROPRIETORSHIP/MEMORANDUM & ARTICLES OF

ASSOCIATION/CERTIFICATE OF INCORPORATION IN CASE OF COMPANY ETC. **If submitted- tick (yes)**

PROOF OF FINANCIAL SOUNDNESS DURING THE LAST THREE FINANCIAL YEARS AND ATTESTED COPY OF SOLVENCY CERTIFICATE OF APPROPRIATE VALUE ISSUED BY THE SCHEDULED / NATIONALIZED BANK. **If submitted – tick (yes).**

THIS IS TO CONFIRM THAT IN CASE OF ACCEPTANCE OF OUR TENDER/BID, WE DO HEREBY UNDERTAKE TO CARRY OUT THE SAID WORKS AS PER OUR ALL INCLUSIVE QUOTED RATES UNDER THE LAID DOWN TERMS, SCHEDULES, BOQS, SPECIFICATIONS, DRAWINGS ETC IN THIS TENDER. WE ALSO CONFIRM THAT THE WORK SHALL BE DONE WITHIN THE STIPULATED PERIOD AS PER THE TERMS AND CONDITIONS OF THIS E-NIT.

UNDERTAKING ABOUT NOT HAVING BEEN BLACKLISTING/HOLIDAY LIST/CRIMINAL PROCEEDINGS DURING LAST THREE YEARS BY ANY GOVT. DEPT/CPSU AND/OR ANY OTHER BODIES.

**N.B.**

1. Tender shall be liable for rejection at the option of the MMTC Limited, if the party fails to submit any one of the above documents.
2. It should be noted that no price / rate indication directly or indirectly be reflected in any way in the Part – 1 (Technical Bid).

\* Any concealment on these counts shall qualify the bidders for rejection of bids /annulment of contract and/or MMTC shall initiate legal course of action

**ENCLOSURES TO PART – II (THROUGH E-MODE ONLY):**

**FINANCIAL BID: B.O.Q. (BILL OF QUANTITIES) in prescribed format DULY FILLED AND SIGNED.**

**Yours faithfully,  
For MMTC LIMITED**

**(S.K. Dutta)  
Chief Manager (E)**

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN L1/1 HAUZ KHAS & MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 110 017.**

**No. MMTC/Estate/Horti/878/18-19**

**Dated: 27.04.2018**

**GENERAL INSTRUCTIONS**

1. Technical Bid portion along with EMD & Participation fee in original is to be submitted in physical form also as mentioned at Clause No. 3 of Special terms and conditions of e-tender, if sent by post, shall be through Registered post/ Speed Post. The documents received after due date and time are liable to be rejected and MMTC shall not be responsible for any postal delays. The EMD shall not carry any interest. EMD shall be refunded to the unsuccessful bidders after award of work to the successful bidder. The EMD of the successful bidder shall be retained and shall not carry any interest. However, the same will be refunded after execution of contract agreement and submission of Performance guarantee in the form of FDR from a Nationalised /Scheduled Commercial Bank or PG from a Commercial Bank as per format enclosed (Annexure VI)
2. Bidder must fill all the schedules and submit all the prescribed information as per the instructions given in various sections of the tender. **Each & every page of the tender document as prescribed must be signed & stamped and submitted in token of complete acceptance thereof. The information submitted shall be complete in all respects.** All entries in the tender shall be written in English OR Hindi. The use of Erasers and over writing are not allowed. The bidder(s) shall duly attest & stamp all cancellations, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.
3. To acquaint themselves with the work, all the bidders are requested to visit the work sites by contacting the Site Office (Ph. No. 011- 26967412/ 26568892) at MMTC Housing Colony, New Delhi on any working day and satisfy themselves.
4. The Earnest Money may be forfeited at MMTC's option in case the bidder withdraws its tender during the validity period and or invokes condition post bidding.
5. If the bidder deliberately gives wrong information in his tender, MMTC reserves its right to reject such tender at any stage or cancel the contract, if awarded, and forfeit the earnest money/security deposit/any other dues. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.

6. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing are liable to be rejected.
7. Should a bidder or contractor or in the case of a firm or company of contractors / one or more of its partners/ share holders / Directors have a relation or relations employed in MMTC, the authority inviting the tender shall be informed of the fact, failing which MMTC may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
8. The successful bidder shall not sub-let the Contract in part or in whole as detailed in the tender/specification without the written permission of MMTC. The successful bidder is fully responsible to MMTC for the work awarded to him.
9. The contract or the contract document shall mean and include the E-NIT, complete tender documents, negotiation letter/award letter, the accepted rates, work orders/agreement, schedule of quantities, if any, general conditions of the contract, instruction to bidders, if any, the tender document and the acceptance letter issued by MMTC. Any conditions or terms stipulated by the bidder in the tender document or any subsequent letter shall not form part of the contract unless specifically accepted in writing by MMTC and incorporated in the agreement/work order.
10. The term MMTC LIMITED would mean MMTC Limited, Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110 003 (which term shall unless excluded by or repugnant to the subject or context, include its successors and permitted assigns).
11. “CONTRACTOR” shall mean the individual firm or company who enters into a contract with MMTC and shall include their executors, administrators, and successors and permitted assigns.
12. ‘COMPLETION TIME’ shall mean the period/date specified in the work order which shall be issued from time to time.
13. ‘WORK or ‘CONTRACT WORK’ shall mean and include supply of labour, requisite/specified consumables, compost, etc. , All operations including watering, manuring, weeding out, cutting, pruning, dressing all completely including consumables tools and implement required for all the operations and their transportation/expenses on repair/ maintenance shall be borne by the bidder and maintaining all horticulture work in top-shape and health as per the directions of the Engineer/Officer – in – charge.

14. 'SINGULAR' & 'PLURAL' etc words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or Association or Body or Individual, whether incorporated or not.
15. The "HEADINGS" are solely for the purpose of facilitating references.
16. In case of any dispute, the Competent Court jurisdiction shall be Delhi only.
17. The contractor shall furnish to the MMTC, the Name, Designation and Address of the supervisor/agent and all the complaints, notices, communication and references shall be deemed to have been duly given to the contractor, if delivered to the contractor or his authorized agent or left at or posted to the address either of the contractor or his authorized agent and shall be deemed to have been so given in the case of posting on the date on which they would have reached such address in the ordinary course by post or at which they are so delivered or left.
18. The contractor shall take instructions from time to time and liaison with Site-in-Charge, MMTC Site Office as required for day to day work to be carried out at L1/1 Hauz Khas and in the MMTC Housing Colony. Information about absenteeism, if any, must be reported to the In-charge at work sites. Absenteeism of any kind would attract penalty/deduction at applicable minimum wage rate per person per day.
19. The contractor shall furnish necessary documents in respect of Identity Card/proof of all the personnel to be engaged for horticulture work. He will also provide a complete list of workers/staff to be deployed including their names, father's name and local address, permanent home address to MMTC for necessary record and for issue of Security pass/ Identity Card to be issued by the contractor firm after police verification. Any change in the list will be immediately informed subsequently with all the above details. The Contractor has to employ medically fit workers after due verification of their character and antecedents. Persons having been involved in any civil/criminal cases are not to be engaged by the contractor at any stage. If at any point of time the worker(s) engaged by the contractor is/are found to have been involved in civil/criminal cases, this would entail termination of contract as well as forfeiture of Security Deposit/PG. The contractor will bear total responsibility and cost of police verification etc. for all the workers engaged by him.
20. The contractor shall remove all debris/wastes etc. and clear the site before handing over the same in a clean and peaceful manner to MMTC.



21. In case of non-completion or delay in completion of the assigned work or non removal of defects in time, MMTC shall be free to get the work executed through another agency at the risk and cost of the contractor without notice.
22. It is expressly understood and agreed to between the parties to this tender that the persons deployed by the contractor periodically for the above works shall be employees of the contractor for all intents and purposes & in no case, a relationship of employers and employee between the said persons and MMTC shall accrue implicitly and/or explicitly.
23. The main purpose of horticulture maintenance work is that the whole site premises must be maintained and developed properly in order to look rich with lush green lawns/parks and beautiful flowers /plants so as to provide an excellent ambience of residential environment and at the same time make the site premises environmental friendly. The contractor has to undertake all such jobs/activities required to maintain the site premises in a presentable condition and in above mentioned spirit at all the times whether such activities are elaborated or not. The contractor will also develop existing Nursery for seasonal and perennial type of flowers & plants.
24. All disputes to be resolved/referred to CA, MMTC for resolution. In the event of non-settlement, the matter shall be referred to Sole Arbitrator to be appointed by CMD, MMTC as mentioned in point no. 24 of Special Conditions. The cost to be incurred on arbitration shall be borne by both the parties.

**Yours faithfully,  
For MMTC LIMITED**

**(S.K. Dutta)  
Chief Manager (E)**

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN L1/1 HAUZ KHAS &  
MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI -  
110 017.**

**No. MMTC/Estate/Horti/878/18-19**

**Dated: 27.04.2018**

**SPECIAL CONDITIONS**

1. SITE OF WORK shall generally consist of horticulture works in L1/1 Hauz Khas & MMTC HOUSING COLONY, NEW DELHI including Main Park in front of E Block, area around Recreation Centre, Park near C-VI Block, B Block Park, area adjoining and in front of Site Office, Pump House area/nursery and open area on both sides of Roads/ court yard around blocks, Medical Room & Library including open areas in housing colony.
2. **SCOPE OF THE WORK:**
  - 2.1 The scope of work shall include items as per Bill of Quantities and instructions of MMTC.
  - 2.2 The brief scope of work shall be generally as given hereunder, but not limited to the workings of Item, BOQ of the work.
  - 2.3 The work shall be governed as per site requirement. The work is to be done on item-rate basis including requisite/ specified consumables (compost, pesticides, insecticides, fungicides, weedicides etc), dressing, cutting, re-sapling, watering etc tools and tackles, water pipes, trolleys drums, sprinklers as required including their on-site transportation, handling, stacking, and storing at contractor's expense as required for effective & timely completion of works to the satisfaction of MMTC. The work shall be completed strictly as per Bill of Quantities, specification and instructions of MMTC. Contractor is required to repair any damage caused during execution of work at the work site and restore to the original condition by plastering/ painting etc. of the buildings,/ pavements etc, matching with the original work. Items of work have been clearly described in the BOQ. If any item though not specifically mentioned but is required for the completion of the work, the same shall be executed by the contractor within the quoted rates.
3. **QUOTED RATES:**
  - 3.1 Shall include all costs including manures, pesticides, insecticides, fungicides, weedicides etc, and transportation of material to and fro from the site as and

when required. Nothing extra is payable on this account by MMTC. Transportation of any wastage, exchange of rejected/ defective/ surplus material etc. shall also have to be arranged by the contractor at his own risk and costs. Also any material brought inside or taken out of the premises shall have necessary prior written permission to do so from the site-in-charge, MMTC.

- 3.2 Shall include all taxes, duties and royalties etc. The rates shall also be deemed to cover working under any adverse conditions that may be required at the convenience of the occupants and under the supervision of the contractor. The rates shall also be deemed to include cost towards all essential /contingent works , tools and tackles and any other material that may have to be taken up for the effective completion of the contract.
- 3.3 The quoted rates shall include cost of prompt disposal of debris/waste grass, weeds, bushes, broken earthen pots, dry leaves, fallen tree/plant/branches etc. to the Colony dumping area after getting the same checked by the concerned MMTC official and dismantled un-serviceable old material generated during execution of the work without any extra cost. If such waste/debris is not removed from the premises within the prescribed period, the same shall be got removed by another agency at the cost and risk of the bidder/contractor. Dumping area would mean MCD garbage bin/pit in the Housing Colony and include all lead and lift and shall not encumber on municipal land not intended for such dumping. The decision of MMTC shall be final and binding on the tenderer/contractor in this regard.
- 3.4 Shall include all applicable wages which shall not be less than the minimum wages as prescribed under the Minimum Wages Act as amended from time to time to Malis (semi-skilled) , skilled Malis and the supervision costs needed during execution of any item and the tenderer/contractor shall deploy experienced skilled Malis on full time basis who would be able to take instructions, ensure full presence of workmen at sites and carry out day to day jobs smoothly. Nothing extra shall be paid on this account to the contractor.
- 3.5 Income tax plus duties, cess at the prevailing rates as applicable from time to time shall be deducted from the contractor's bills as per Income Tax Rules and quoted rates shall be deemed to include this.
- 3.6 TAXES, DUTIES, OCTROI & LEVIES ETC. : The quoted prices shall be inclusive of all taxes, duties, octroi, levies, work contract tax, if any etc.VAT, TDS, any other statutory taxes shall be deducted at source from the monthly

bills, and the proof of deposit to be submitted by the contractor with the monthly bill.

- 3.7 The rates include component of Provident Fund, statutory charges/duties, ESI contribution etc. of the workers engaged by the contractor excluding extant applicable GST. These shall be payable by the contractor on due dates to the concerned authorities without fail and the contractor will furnish to MMTC the documentary evidence of all deposits. GST, if applicable, shall be reimbursed with monthly bills on actual basis and production of documentary proof of deposit.
- 4 The contract shall be valid initially for one year with scope of extensions with mutual consent. The decision of the MMTC shall be final and binding on the contractor in this regard.
- 5 The work shall be carried out in workmen like manner and the workers of Contractor will adhere to Site Office instructions/tender norms while inside the premises. They shall also restrict their movement to their place of work only. They shall maintain their work activities with due regard to the convenience of the occupants at all times, along with the various statutes that need to be observed while working within public residential buildings. The workmen shall work in close co-ordination with any other agencies working at site. This shall be strictly followed and observed to the satisfaction of MMTC.
6. The contractor shall be responsible for any injury caused to person animals or things (fittings/fixtures/furnishings etc.) any damage caused to any property of MMTC etc, which may arise from the operations or neglect of any person of the tenderer/contractors team or any person engaged by him for any purpose related to the execution of this contract. This clause shall include inter alia, any damage to buildings, roads, streets, footpaths etc. adjacent to or otherwise to the premises. The tenderer/ contractor shall indemnify MMTC of all liabilities arising out of his operations in any way under any acts of the Government and also in award of any compensation or damages consequent upon any claim arising out of the above. The tenderer/ contractor shall not only make good all damages thus caused either to MMTC or any third party and also shall indemnify MMTC in this respect wholly.
7. The bidder/Contractor shall further indemnify MMTC under Workmen's Compensation Act 1923, Personal Insurance Act 1963 etc. and or other Industrial Legislation in force from time to time. The contractor shall be responsible for any violation/ non compliance of the Labour Laws and MMTC shall stand indemnified against any claim or compensation of whatsoever nature in this regard.

8. In the event of any accident occurring during the course of work, which may result in any mishap, injury to person(s), the responsibility of settlement of their claims, medical treatment etc will fully rest with the contractor & the expenditure incurred thereon will be borne entirely by the tenderer/contractor. MMTC shall be totally indemnified of any liability whatsoever.

**9. SCOPE OF SUPPLY:**

All materials required for completion of the maintenance work are to be supplied by the contractor unless mentioned otherwise. In case of new works, only plants/saplings/seeds shall be provided by the MMTC. All other requisite earth cutting/filling work, labour, pesticides, manure, gudai etc included in the scope of work shall be at the cost of bidder.

- 10 Water and power shall be provided by MMTC, free of cost. The contractor shall not tap any fire hydrant/ water point /electrical point before obtaining prior approval of MMTC. Water and electricity shall be made available at specified locations as per decision of MMTC and the contractor shall make his own arrangements for distribution of water and power by use of pipes/cables.

**11 PAYMENT OF WAGES OF LABOUR BY THE CONTRACTOR:**

The contractor shall timely & directly pay to the labour engaged by him in connection with the works, assigned wages not less than the minimum wages fixed by Delhi Govt. under the Minimum Wages Act, 1948, as amended and shall duly comply with or ensure compliance with all legislations, laws, rules or regulations relating to the Employment of Labour. The contractor shall be liable for any damage or loss caused to the Employer by violation of the provisions of this Clause. Any violation of this Clause shall be deemed to be breach of the contract.

**12 PAYMENT TERMS:**

The contractor shall submit his/her monthly bills in triplicate to the site in-charge, who after due verification, scrutiny, recommendation and processing, will forward the same to Corporate Office for further necessary action. The payment shall be released after necessary deductions of security, prevalent taxes, cess and absenteeism, duly certified by the Site Office. The payment amount will be released through e-payment system only in the bank account of the contractor.

### **13.COMPLIANCE WITH LABOR/INDUSTRIAL LAWS:**

The contractor is responsible for compliance with the following under this contract:

- 13.1 The contractor shall have his own PF Code No. with the RPFC as required under employees PF & Misc. Provision Act, 1952.
- 13.2 It shall be the sole liability of the contractor (including the contracting firm/company) to obtain and to adhere by all necessary licenses/permissions from the concerned authorities, as provided under the various Labour Legislations including the Labour License obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.
- 13.3 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952. the Employees State Insurance (ESI) Act, 1948, the Contract Labour (R&A) Act, 1970, the Inter-state Migrant Workmen(Regulation of Employment & Conditions of Services) Act, 1979, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923 & other relevant acts, rules and regulations enforced from time to time.
- 13.4 The contractor shall be responsible for required contributions towards PF, pension, ESI or any other statutory payments to be made in respect of workers employed for work under the contract and the personnel employed for rendering services to MMTC and shall deposit these amounts on or before the prescribed dates. The contractor shall submit the proof of depositing the employee's and employer's contributions. The contractor shall also be responsible to pay any administrative /inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of MMTC. The contractor shall submit for verification of relevant records/documents by MMTC, as asked for.
- 13.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7<sup>th</sup> of the following month in the premises of MMTC in the presence of MMTC officials. MMTC reserves the right to check periodically the documents related to the payment of applicable wages made by contractor to his/her personnel so engaged. The contractor shall be directly responsible and indemnify the company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him. The contractor shall indemnify MMTC against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him/her.

- 14.** The contractor shall ensure the regular supervision and control by the contractor himself or his supervisor on the personnel deployed by him/her for the works and necessary direction should flow from the contractor/supervisor for the workforce for undertaking the contractual obligations.

**15. ORDER OF PREFERENCE:**

In case of ambiguity in description of item in the Bill of Quantities/General Conditions/Special Conditions/letter of award, the following order of preference shall prevail:

- 15.1 Details in the Letter of Award along with statement of Agreed Variations and its enclosures and any corrigendum/addendum/Bill of Quantities/ Specifications/ Special Conditions/General Conditions of contract.

**16. EXTRA ITEMS/SUBSTITUTED ITEMS:**

In respect of any Extra/Substituted Items ordered to be executed, the rates payable shall be derived as follows:-

- 16.1 If the rates for the additional, altered or substituted works are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted works at the same rates, as specified in the contract.
- 16.2 If the rates for the additional, altered or substituted work are not specifically provided in the CONTRACT for the work, the rates will be derived from the rates for the similar class of work as are specified in the CONTRACT for the work. The opinion of the MMTC as to whether or not the rates can be reasonably so derived for the item in the contract will be final and binding on the contractor.
- 16.3 If the rates for altered, additional or substituted work which cannot be determined in the sub-clause (1) & (2) above same shall be worked out on the basis of the market rates for materials, carriage, and labour for the work by adding 10% as Contractor's profit which will be inclusive of incidental charges and overhead costs. For the purpose of coefficient for labour, wastage and material shall be adopted from the CPWD analysis of rates/standard schedule of rate as decided by the MMTC. If the items does not exist in CPWD analysis of rates/ standard schedule of rates, the coefficient for labour wastage and material shall be adopted as per standard engineering practice and the decision of MMTC in this regard shall be final and binding on the contractor.

- 16.4 Approved extra items shall be accorded as per CPWD pattern. Written approval of the Engineer-in-charge/Officer-in-charge shall be obtained before execution of the items.

## **17. INSPECTION OF THE WORK:**

The work is subject to inspection at all times by the Site Office In charge, MMTC. The contractor shall carry out all instructions given during the inspection and shall ensure that the work is carried out according to the terms and conditions, specifications of this tender. The contractor is advised to take the prior approval of MMTC for all the materials used for this work.

## **18 SECURITY:**

The contractor shall have the total responsibility for all the equipments and materials in his custody, stores used, semi-assembled land / or erected by him at site. All materials of the contract shall enter or leave the site only with the written permission of MMTC official.

## **19 LIQUIDATED DAMAGES:**

- 19.1 MMTC reserves the right for termination of the contract at any time by giving one month written notice if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibility of the contractor who is awarded the work contract in the first place and any excess expenditure incurred on account of this will be recovered by MMTC from the EMD/Security Deposit/ pending bills or by invoking the Performance Guarantee by raising separate claim on the contractor.
- 19.2 The MMTC will have the right to forfeit the EMD/security deposit amount, whole or part thereof or deduct whole or part of the EMD/security deposit against payment of amount due to MMTC by way of any loss or damage caused to or would be caused to / suffered by the MMTC by reason of any breach of contract or if any of the terms and conditions contained in the agreement or by reason of contractor's failure to perform the agreement. The decision on the amount of penalty would be that of MMTC & cannot be contested by the contractor.
- 19.3 Any damage to the existing structure / property, appliances, furniture & fixture and fittings etc. during execution of the work contract, shall be made good immediately on the spot by the contractor at his own expenses.



## **20 Agreement:**

The successful bidder shall be required to sign an agreement within seven days of issue of LOI as may be drawn up to suit local conditions and shall pay for all stamp and legal expenses, incidentals etc, thereto. The rates quoted by the bidders shall be valid during the currency of the agreement and no escalation is permitted/ considered till the completion of the works awarded. (Except for Minimum wages which would be as per the rates given by Central Govt./State Govt.)

The agreement shall be on a non-judicial stamp paper of appropriate value which shall encompass the requisite document, mutually agreed representations etc.

## **21 Performance Guarantee:**

- 21.1 The successful bidder is required to submit a Performance Guarantee as per prescribed Performa (Annexure VI) on a non-judicial stamp paper worth Rs.100/- within a period of 30 days from the date of written notification of award to be made to the bidder, calculated at the rate of ten percent (10%) of the work contract.
- 21.2 This Performance Guarantee shall be issued by a nationalized/scheduled commercial bank other than a Co-operative bank or a Gramin bank. The bank must have net worth of at least Rs. 500 crore and capital adequacy ratio of 9%.
- 21.3 Keeping in view their net worth/NPS/Profitability, bank guarantees issued by Nainital Bank Ltd. and Dhanalaxmi Bank shall also be not accepted.
- 21.4 In case of Performance Guarantee from a foreign bank situated outside India, the Bank Guarantee must be issued through any of the Indian branch of the bank other than a Co-operative bank or a Gramin Bank or Nainital Bank or Dhanalaxmi bank, preferably in the city where MMTC's office is located, fulfilling the criteria of net worth and Capital Adequacy Ratio as above.
- 21.5 Performance Guarantee shall be valid for a period of 60 days beyond the completion of all contractual obligations. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the bank, shall be at the sole cost of the bidder. The bidder, who has caused and delivered the Performance Guarantee, shall not be entitled to put forth any accrued interests thereon. The Performance Guarantee amount

shall be available, if invoked, at the counters of bank in New Delhi within banking hours on the date of presentation.

## **22. TERMINATION OF CONTRACT:**

In the event Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any orders given to him in writing by the MMTC or on behalf of MMTC within the scope of the contract, or shall contravene the provisions of the contract, the MMTC may give notice in writing to the contractor calling upon him to make good the failure, neglect or contravention compliance of within such time as may be deemed reasonable not exceeding 15 days and in default of the compliance with the said notice, the MMTC without prejudice to his right under the contract may rescind or cancel the contract holding the contractor liable for the damages that MMTC may deem reasonable. MMTC shall have the option and be at liberty to take the work in part out of the contractor's hand and may complete the work envisaged in the contract either departmentally or may re-contract at a minimum possible price with any other person/agency at the risk and cost of contractor and the amount so incurred shall be recoverable from his dues for this work or any other work done by him or from the security deposit with MMTC or the Performance Guarantee furnished by the contractor.

## **23. TERMINATION FOR INSOLVENCY:**

MMTC may at any time terminate the work order(s) by giving written notice to the service provider, without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to MMTC.

## **24. DISPUTE RESOLUTION:**

### **ARBITRATION:**

**In case the bidder is Govt. Dept/Public Sector Undertaking PMA clause will be followed for arbitration which is as follows :**

- i. "In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any

party aggrieved by such awards may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

**In case the bidder is not a Govt department / Public Sector Undertaking, Settlement of dispute will be followed as per the following clause:**

- ii) “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 beach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The Arbitration Act 1996 shall be applicable to the arbitration under this clause. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

The venue of arbitration shall be New Delhi

**JURISDICTION CLAUSE**

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi only.

**25. FORCE MAJEURE:**

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments, fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative.

“If operation of such circumstances exceed one month either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages”

The party which is unable to fulfill its obligations under the present contract must within 15days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract with supporting documents to the effect of force-majeure issued by the government/Competent Authority.

**26. HOLIDAY LISTING:**

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

**27. INDEMNITY:**

The Contractor or the sub- Contractor shall indemnify, defend and hold and keep indemnified, the MMTC from and against all actions, suits, claims costs, liabilities and demands brought or made against the MMTC in respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Contractor's or Sub-Contractor's performance under this Contract and against any loss or damage to the MMTC in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work and the Project coordination services under this Contract, including but not limited to meeting the Project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials. The obligations of the Contractor under this clause shall survive the termination or expiry of this Contract.

**Yours faithfully,  
For MMTC LIMITED**

**(S.K. Dutta)  
Chief Manager (E)**

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN L1/1 HAUZ KHAS & MMTC  
HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 110 017.**

**No. MMTC/Estate/Horti/878/18-19**

**Dated: 27.04.2018**

**SPECIFICATIONS:**

1. Pesticides should be of approved standard quality and brand with recommended composition and they shall comply with the respective Indian Standard Specifications.
2. The plants/hedges etc. should be kept healthy & free from worms, infections and weathering.
3. The work shall be executed as per sound engineering /horticulture practice, neatly dressed, set & cut to enhance the environment. The ornamental work shall be maintained with utmost care at all times.
4. The watering to plants, hedges and grass shall be done on regular basis as per requirement to ensure their healthy appearance and life.
5. The entire area shall be maintained free of foreign material, wastes, unwanted growth, shrubs, waste grass, weeds etc. at all times.
6. The required quantity and quality of pesticides shall be used to maintain infection free ambience..
7. Geru powder / white lime, as required, shall be provided and used by the contractor within quoted rates.
8. Contractor should advise on various options of seasonal flowers and the saplings for the same shall be provided by MMTC free of Cost. However, contractor shall plant the saplings as required complete with labour and incidentals in a workman like manner and tend them professionally for which nothing extra is payable.
9. The contractor shall be responsible for the safety and healthy growth of existing plants. Any replacement required shall be borne by the contractor within the quoted rates.
10. The contractor shall be responsible for dressing/cutting /settling of existing hedges around the blocks/flats within quoted rates.

11. The contractor may advise MMTC for needed horticulture development work beyond the scope of contract. If agreed, MMTC may get the same done from him on prevailing market rates/CPWD rates.
12. For the items not available in CPWD schedule, the same shall be done by reimbursing cost of plants and labour, cartage, 10% taken as contractor's overheads and profit.
13. The contractor shall depute gardeners for watering during water supply hours as restricted water is available in the Colony. Carriage of water by trolley as needed shall be the responsibility of the contractor.
14. The contractor should submit monthly bills in triplicate with proof of deduction & deposit of EPF, ESI & Services Tax/other taxes as applicable for the previous month with the appropriated authorities.
15. The contractor shall ensure that monthly disbursement of applicable wages /payments to workers is made in the presence of MMTC site officials / authorized official(s) by 7<sup>th</sup> of succeeding month positively.
16. The contractor may contact the site in-charge (Sr. Manager-Township) for any clarifications / day to day instructions (phone No. 011-26967412/26568829).
17. The tenderers may comply with all terms and conditions of technical bid and Financial bid of the tender.

**Yours faithfully,  
For MMTC LIMITED**

**(S.K. Dutta)  
Chief Manager (E)**

**The General Manager (E),  
MMTC Limited,  
Core-1, SCOPE Complex,  
Lodhi Road,  
NEW DELHI.**

**SUB :E-NIT FOR ANNUAL MAINTENANCE OF HORTICULTURE WORKS IN  
L1/1 HAUZ KHAS & MMTC HOUSING COLONY, SRI AUROBINDO MARG,  
ADHCHINI, NEW DELHI - 110 017.**

Ref Tenders No.: MMTC/Estate/Horti./878/18-19

Dear Sir,

I/we, the undersigned certify that I/we have carefully gone through and clearly understood the terms & conditions of the tender document, the work requirements and undertake to comply with them.

I/we further undertake to execute and complete the works as per tender's terms and conditions and the bids submitted by us. We have signed and sealed every page of the tender document (technical bid) as token of our acceptance of all the terms and conditions of the tender.

I/we enclose herewith non-refundable participation Fee of Rs. ----- ( ) and the Earnest Money Deposit (EMD) of Rs. ----- ( ) by demand draft/pay order/banker's cheque No. ----- dated ----- drawn on ----- favouring MMTC LIMITED and payable at New Delhi.

I/we also undertake to abide by all the labour laws/acts including minimum wages etc and to deposit due amounts to Provident Fund authorities and pay ESI contributions and applicable service tax etc. for the workers to be employed by me/us on regular basis . I/we will be responsible for death and injury, if any, caused to the workers while working and for the behaviour & conduct of the workers. I/we certify that no criminal/income tax/service tax /black listing case are pending against my/our firm/company.

My/our offer includes component of applicable wages to my/our workmen (semi-skilled or skilled Malis), cost of required pesticides, insecticides, , fungicides, weedicides, manures, tool, tackles, etc., provident fund, statutory charges, ESI contribution, taxes, duties, royalties, octroi levies etc. but excludes applicable GST, if any. All the statutory payments

along with GST, if applicable will be paid by me/us to concerned authorities on due dates/time and I/we understand that the GST component, if applicable, shall be reimbursed to me/us with monthly bills on actual basis and production of documentary proof of all deposits with concerned authorities for the previous month.

My/our offer shall be valid for a period of 60 days from the date of opening of the Financial Bid.

Thanking you,

Yours faithfully,

Signature \_\_\_\_\_  
For M/s. \_\_\_\_\_  
Date \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Seal of Contractor/Tenderer



**ANNEXURE -I****Mandatory Information of Bidder**

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN NO.	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

**Signature of the bidder:**\_\_\_\_\_

**Name**

**Designation**

## **ANNEXURE - II**

## **PROFORMA for e-payments**

**Details to be furnished on Vendor/Customer Letter Head**

## 1 Vendor Code

## Customer

## 2 Code

**(Details to be given by MMTC)**

**We agree for e-payments & submit details as under:-**

**The Banking/Account details are as furnished below:**

**(A) In case you have an account with HDFC Bank Please provide the following details, so that we can transfer funds through RTGS/NEFT mode:-**

**1 Bank Account No.**


**2 RTGS IFSC Code**[illegible]

### 3 NEFT IFSC Code

[illegible]

4 Bank Name

[illegible]

## 5 Bank Branch Name

[illegible]

## 6 Branch code

--	--	--	--	--	--

## 7 Bank Location

[illegible]

**8 Account Type**  
**(Saving/Current)(SA/CA)**

--	--

**9 E-mail ID (if any)**

[illegible]



**ANNEXURE III****DECLARATION BY BIDDER**

I hereby declare that:

Our Company/firm has not been blacklisted/banned//barred/terminated on account of non performance by any Central/State Government Department/quasi government Agencies/Public Sector Undertaking/Govt. Authority.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Company/Firm \_\_\_\_\_

**Date** \_\_\_\_\_  
**Place** \_\_\_\_\_

**TERMS AND CONDITIONS AS AGREED**

(a) This is to confirm that in case we are considered, we do hereby undertake to carry out the said works as per our all inclusive quoted rates under the laid down schedules, BOQs, specifications, drawings etc in the tender. We also confirm that the works shall be done within the stipulated period as per NIT. We shall give our best and make all efforts for the said works.

(b) The NIT/ tender form/ terms & conditions which is/are downloaded from the website(s) has not been changed or corrected in any manner. I understand that only the conditions and readings as appearing in the original uploaded form will be treated as valid. For checking the form and the conditions and the readings used by me in the tender submitted will be compared and confirmed with the original uploaded at MMTC &/or Govt. websites. If there are any changes/ corrections in the NIT/ tender form/ terms & conditions, my tender is liable to be rejected as per the discretion of MMTC Ltd.

(c) I/We hereby confirm that, all the terms and conditions specified in this NIT/ Tender Form are acceptable to me/us. I/We further confirm that all the required details have been furnished in the appropriate places and if this Tender form is incomplete in any respect on my/our part, then the same is liable to be rejected at the discretion of MMTC Ltd.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Company/Firm \_\_\_\_\_

Date \_\_\_\_\_  
Place \_\_\_\_\_

**ANNEXURE V****ANNUAL MAINTENANCE OF HORTICULTURE WORK IN L1/1 HAUZ KHAS & MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 110 017.****No. MMTC/Estate/Horti/878/18-19****Dated: 27.04.2018****GENERAL CHECK LIST OF GUIDANCE FOR SUBMISSION OF OFFER/BID(s)**

Bidders are also requested to duly fill-in this general check list. The check-list, signed and stamped on each page by the person(s) signing the tender may be submitted along with the Technical Bid Part-1 of the tender and also ensure that all details/documents have been furnished as called for in this tender.

<b>EMD</b> <b>Rs. _____</b> <b>(Rupees _____ only)</b> <b>)</b>	<b>Amount (Rs.):</b> <b>by way of Demand</b> <b>Draft/ Banker's</b> <b>Cheque/ Pay Order in</b> <b>favour of MMTC</b> <b>Limited payable at</b> <b>New Delhi</b>		<b>DD/BC/P</b> <b>O No. : _____</b> <b>...</b> <b>Date : _____</b> <b>Issuing : ...</b> <b>Bank</b> <b>_____</b> <b>...</b>
<b>Participation Fee cost</b> <b>Rs. _____</b> <b>(Rupees _____ only)</b>	<b>Amount (Rs.) :</b> <b>by way of Demand</b> <b>Draft/ Banker's</b> <b>Cheque/ / Pay Order</b> <b>in favour of MMTC</b> <b>Limited payable at</b> <b>New Delhi</b>		<b>DD/BC/P</b> <b>O No. : _____</b> <b>...</b> <b>Date : _____</b> <b>Issuing : ...</b> <b>Bank</b> <b>_____</b> <b>...</b>
<b>Annual Turn over</b> <b>(Audited Balance</b> <b>Sheet – Trading, P &amp; L</b> <b>account / copy of</b> <b>Income Tax Returns</b>	<b>Financial</b> <b>Year</b>	<b>Amt</b> <b>(Rs.)</b>	<b>List of document enclosed</b>
	<b>2013-14</b>		
	<b>2014-15</b>		
<b>2015-16</b>			

<b>TDS for the years mentioned herein in accordance with NIT).</b>			
<b>Proof of financial soundness and solvency certificate duly certified by bank.</b>			
<b>Work Order executed during the last 3(three) preceding years (Copies of similar work orders along with completion certificates or any other proof certifying the Work Order completion Value issued by the concerned organizations on their letterhead</b>	<b>1.Work Order No. dated.....issued by M/s_____</b> — <b>2.</b> <b>3</b>  <b>FY2013-14</b>	<b>Work Order Completion value Rs.</b>  <b>Work Order Completion value Rs.</b> <b>Work Order Completion value Rs.</b>	
	<b>1.Work Order No. dated.....issued by M/s_____</b> — <b>2.</b> <b>3.</b>  <b>FY2014-15</b>	<b>Work Order Completion value Rs.</b>  <b>Work Order Completion value Rs.</b> <b>Work Order Completion value Rs.</b>	
	<b>1.Work Order No. dated.....issued by M/s_____</b> — <b>2.</b> <b>3.</b>  <b>FY2015-16</b>	<b>Work Order Completion value Rs.</b>  <b>Work Order Completion value Rs.</b> <b>Work Order Completion value Rs.</b>	

<b>DESCRIPTION</b>		<b>YES / NO</b> (In all the Blank space below please fill either Yes or No only)	<b>REMARK</b>
Company profile, Power of Attorney / Authorization on Company's letter head in favour of person who has signed the offer.			Please enclose the self attested document such as Declaration of proprietorship or Partnership deed or power of attorney etc.
Work Contract Tax GST PF code No.			Enclose the self attested copy of registration certificate
ESI code No. TIN No. Sales Tax No. PAN No.			Enclose the self attested copies of registration certificates.
Whether blacklisted / put on holiday list of any Central /State Department, PSU's and Major Institutional / Industrial establishments			
All the documents furnished are readable / legible.			Please ensure filling the tender in readable / legible form.
Original tender / Bidding document submitted			Please submit the complete tender document.
Validity of offer up to 60 days from the date of opening of Financial bid.			Please certify
Each & every page of documents submitted are signed by authorized person & stamped			Please ensure signing & stamping of each page of tender.



<b>All corrections properly attested by the person signing the bid.</b>		<b>Please ensure signing &amp; stamping the correction, if any.</b>
---	--	---

**Name & Signature of Bidder**

**ANNEXURE - VI****PERFORMANCE BANK GUARANTEE**

Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_

**MMTC Limited**\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

1. WHEREAS, MMTC Limited, having its registered office at Core – 1, SCOPE Complex, 7, Institutional area, Lodhi Road, New Delhi – 110003 India (hereinafter called 'the MMTC') have entered into Contract No. \_\_\_\_\_ dated \_\_\_\_ (herein after called 'the CONTRACT') for \_\_\_\_\_ with M/s. (name)\_\_\_\_\_ address \_\_\_\_\_ (hereinafter called the 'XX').
2. AND WHEREAS the 'XX' under the CONTRACT is required to furnish Security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs. \_\_\_\_\_
3. AND WHEREAS at the request of the 'XX', we, \_\_\_\_\_ Bank, \_\_\_\_\_(address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of Rs. \_\_\_\_\_ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We, \_\_\_\_\_ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. \_\_\_\_\_ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Bank Guarantee.
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. \_\_\_\_\_. Our Guarantee shall remain in force until \_\_\_\_\_ (\_\_\_\_ date).

6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before \_\_\_\_\_ (Expiry date).
7. Your letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. This guarantee comes into force forthwith.
9. We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s "XX".
10. The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. \_\_\_\_\_ only by MMTC.
11. We \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**Yours faithfully**  
**For and on behalf of**  
 \_\_\_\_\_ **Bank**  
**(Address)**

**(Banker's Seal)**

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN L1/1 HAUZ KHAS & MMTC  
HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 110 017.  
No. MMTC/Estate/Horti/878/18-19 Dated: 27.04.2018**

**Financial Bid**

**(A) Materials:**

Supply of requisite consumables like compost, tools & tackles including disposal of debris/waste grass, weeds, bushes, broken earthen pots, dry leaves, fallen tree/plant/branches etc. (Per month) Rs. \_\_\_\_\_ (A)

(In words) Rupees \_\_\_\_\_  
\_\_\_\_\_ only)

- I. The rates as per Minimum wages fixed by Delhi Government/Central Government as on date should be inclusive of component of Provident Fund, ESI contribution, Statutory charges/duties.
- II. The quoted prices should also be inclusive of all other taxes, duties, WCT, if any, excluding GST (if applicable).

**(B) Manpower:**

S. No.	Description	QTY.	Rate/person/month in (Rs.)	Total Amount (Rs.) Per month
1.	Skilled	1		
2.	Semi skilled	7		
	TOTAL	8		

Total (B):

(In words) Rupees \_\_\_\_\_  
\_\_\_\_\_ only)

**(C) Contractor's Service charge in percentage over & above (A+B) \_\_\_\_\_%**

Rs. (C) \_\_\_\_\_

(In words) Rupees \_\_\_\_\_  
\_\_\_\_\_

**(D) Total (A+B+C)** Rs. \_\_\_\_\_

(In words) Rupees \_\_\_\_\_

\_\_\_\_\_

**Date** \_\_\_\_\_

**(Signature of the Contractor with Stamp)**

**Place** \_\_\_\_\_