

F.No.D-11012/1/2012-Genl.(Pt.)
Government of India
Ministry of Minority Affairs

29th June, 2017

**APPOINTMENT OF CONTRACTOR FOR FLOWER MANAGEMENT IN THE PREMISES/
CORRIDORS AND SUPPLYING & MAINTENANCE OF PLANTS**

Ministry of Minority Affairs is inviting sealed tenders for flower arrangement (**Annexure-I**) in the premises / corridors etc. and supplying & maintenance of around 200 plants at Ministry's office situated at CGO Complex, Lodhi Road, New Delhi & ISIL Building, 3rd Floor, 9 Bhagwan Das Road, New Delhi. The tenders are to be submitted in the tender box placed at the ground floor of Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi.

2. The Qualifying/ Technical Bid and Financial Bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed '**Flower management and supplying & maintenance of plants**'. The Qualifying/ Technical Bid and financial bid should be addressed to **The Under Secretary (Admin.), Ministry of Minority Affairs, 11th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi** so as to reach the office on or before **13.07.2017 till 1200 hours** along with the Earnest Money Deposit of Rs.25,000/- (Rupees Twenty Five Thousand Only) in the form of a Demand Draft/ Pay Order drawn in favour of DDO, Ministry of Minority Affairs. The tenders received without EMD, incomplete tenders or tenders without the supporting documents or not agreeing to terms & conditions shall be summarily rejected. The 'Terms & Conditions' for providing Security services are enclosed. A Tender Evaluation Committee constituted for the purpose will open the Qualifying/ Technical bid of the tenders on 13.07.2017 at 1500 hours in the presence of such tenderers who wish to be present.

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

1. An EMD amount of Rs.25,000/- (Rupees Twenty Five thousand only) is to be enclosed with the tender.
2. There will be a requirement of around 200 different kinds of plants for the 1st & 11th Floor at Pt. Deendayal Antyodaya Bhawan, New Delhi & 3rd Floor, ISIL Building, 9 Bhagwan Das Road, New Delhi. Scope of work includes designing, cutting, re-arrangement, manure, watering, pesticide and replacement of damaged/withering/seasonal plants.
3. The contractor will have to provide the seasonal plants from time to time, for which no extra charges will be paid by MoMA. The number of plants can be increased or decreased at sole discretion of MoMA. Plants will be purchased as and when required by contractor.
4. Flowers will be arranged in the premises/ corridors etc. of Ministry of Minority Affairs, Pt. Deendayal Antyodaya Bhawan & ISIL Building, 3rd Floor, 9 Bhagwan Das Road. The flowers should be of good quality and fresh. The flowers arrangements are to be made on alternate i.e. three days in week on Monday, Wednesday and Friday. If any of these days happens to be holiday, the arrangement will be made on next working day.

5. There will be requirement of flower arrangement for meetings on working/ non-working days and the same may have to be carried out, for which instructions would be given in advance.
6. The firm shall provide all names and addresses of the persons engaged by it and certify the character and antecedent of the individual employee by them for the work. The Ministry will issue them suitable identity cards, which shall be produce on demand by any of concerned officers. The firm and its employee will be subject to normal regulations relating to the security of the premises from time to time. It is clarified that persons engaged by the firm to discharge its obligations under the contract salary firm employee for own purposes and the Ministry shall not be held liable in any manner in respect of these persons. The firm shall be responsible for implementation of the provisions of all statuory requirements in license under the Control Labour (Regulation) Act, 1970 or any other law in force and shall comply with requirements under these Acts and the Rules framed there under.
7. No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the award of work.
8. All bidders should have valid TIN/Registration Number as applicable. Copy of VAT/ Sales Tax certificate shall be provided mandatory and service tax registration, GST if applicable, shall be submitted too.
9. The contractor shall submit the bill at each stage/ in the first week of following month in respect of previous month (in case of monthly payment) for sanction of the amount of bill and passing the bill for payment. It is obligatory on the part of the successful bidder to furnish the detail of taxes, if any. All payments shall be made online only. Ministry of Minority Affairs shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties mentioned in the succeeding para.
10. 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 mututal consent. MoMA reserves the right to terminaee the contract without assisning any reason thereof.
11. 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.
12. A copy of registration No. may be enclosed if the bidder is having registered in MSME.
13. The compensation, connected expenses and legal disputes between the contractor and staff deployed and any unforeseen casualty shall be borne/paid/ settled by the contractor 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.

- 14. Penalty:**-If the firm fails to fulfill the request of the Ministry within stipulated time/ hours, the penalty shall be levied @2% of total bill amount of that month. Apart from the penalty levied as stated above, this will also entail termination of the contract.
- 15. CONCILIATION/ARBITRATION:** If any dispute (s) or difference (s) of any kind whatsoever arise between the parties (MoMA and Contractor), the parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Director (Admin), MoMA. In the event, no amicable resolution or settlement is reached between the parties within 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 be appointed by Jt. Secretary (A), MoMA. In case dispute is not settled through amicable settlement same may be referred to arbitration as per 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 Jt. Secretary (Admin) of MoMA 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 have 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 pendent-lite interest during arbitration proceedings.

- 16. 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 MoMA 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 Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions. MoMA 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 lasts.
- 17. APPLICABLE LAW AND 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.

18. This office reserves the right to reject any or all the quotations without assigning any reason thereof.
19. 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.
20. Interested parties having experience in this field and owning Nurseries in Delhi/NCR may participate in the tender mentioning particulars on their letter heads. .

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

(Amresh Kumar)
Section Officer

ANNEXURE-I

PROFORMA OF 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., Service Tax No. and GST)
(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.25,000/-.
- 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**1. Rates for Supplying & Maintenance of Plants**

S.No.	Description of Work	Supplying rate Per plant (Rs.)	Maintenace charge per plants (in Rs.)	Total Amount
1.	Supplying & maintenance Of plants			

2. Rates for supply of loose cut flower:

S.No.	Name of the Flower	Rate per stick
1.	Rose	
2.	Lily	
3.	Carnation	
4.	Gladiola	
5.	Rajni Gandha, Tube Rose	
6.	Anthurium	
7.	Orchid	
8.	Oriental	
9.	Jarbara	
10.	Guldwari	
11.	B.O.P.	

Rate of any flower desired to be quoted.

3. Rate for making flower arrangement consisting of rose and other seasonal flowers in three categories of slandered size:

S.No.	Categories	Rate per unit
1.	Big size (containing 16 P of lili or 40-50 p of rose / gladiola/ gerbera etc.	
2.	Medium size (containing 28-40 P of roses/ carnation/ Gerbera etc.	
3.	Small size (containing 12-16 P of rose/ gladiola/ gerbera etc.	

4. Rate for supply of bouquet of flower of standard sizes in three categories.

S.No.	Categories	Rate per unit
1.	Big size	
2.	Medium size	
3.	Small size	

(Signature of Owner/Authorised |Representative)

NAME OF THE AGENCY with SEAL

Date : _____