

MMTC LIMITED, NEW DELHI

(A Govt. of India Undertaking)

ESTATE DIVISION

No. MMTC/Estate/878/15-16

Dated: 15/04/2015

TENDER DOCUMENT

**NIT FOR ANNUAL MAINTENANCE OF HORTICULTURAL WORKS IN MMTC
HOUSING COLONY**

WORK: NIT FOR ANNUAL MAINTENANCE OF HORTICULTURAL WORK IN MMTC HOUSING COLON, NEW DELHI.

INDEX

S.No.	Description	Page No.
1.	Abstract	3
2.	Notice inviting tender	4-6
3.	Letter of Submission	7
4.	Section I – General Instructions	8-10
5.	Section II – Special Conditions	11-15
6.	Section III – Specifications	16
7.	e-payment Formate	17
8.	PRICE BID	18

ABSTRACT

Following documents are required to be furnished in the **TECHNICAL BID** complete in all respect: -

1. Proof of documents on similar nature of works carried out with CPWD/ PSU's/ banks/ MCD/ NDMC/ Railways/ PSUs/ Govt deptts/ Govt. Institutions/ reputed Public or Private Organizations etc in the last three years.
2. Certified copy of satisfactory services/ completion certificates/ documentary evidences, where the tenderer is providing/ has provided the services for the last 3 (three) years.
3. Proof of valid registration with statutory authorities for works contract tax/VAT, TIN & Service Tax certificates etc.
4. Arbitration cases pending against the tenderers, if any, Submit details.
5. Whether black-listed/ put on holiday 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 last three years (including Balance Sheet, I. T. returns, Profit & Loss accounts) ending on 31 March, 2013 certified by C.A.
9. Profile of firm/company/organisation with employees/staff strength (which includes nos of Malis/Supervisors registered under ESI & EPF contribution along-with Documentary evidences), tools & tackles/ Equipments etc.
10. Copy of PAN Card issued by Income tax Department, Govt of India.
11. Tender Fee in the form of Demand Draft/Pay Order for Rs 1000/- (One thousand only) is to be enclosed in addition to prescribed EMD of Rs.27,000/- (Twenty Seven Thousand only) in favour of *MMTC Limited* payable at *New Delhi*.
12. Details of Bank account e.g. Name of Bank, name of branch, type of A/c.

<u>Sl.No.</u>	<u>Particulars</u>	<u>Details</u>
1	Procurement/ down loading of tender document	15/04/2015 Up to 17:00 Hrs
2	Tender Fee	Rs.1000/- (One Thousand only)
3	Ernest money deposit (EMD)	Rs.27,000/- only (Rupees Twenty two thousand only)
4	Due date of tender(two bids) submission	Up to 15:00 Hrs, on 05/05/2015
5	Technical bid's opening date	16:00 Hrs on 05/05/2015
6	Period of contact work	One year from date of work order*
7	Interest free Security Deposit	5 % of contract value including EMD
8	Defect liability period	3 months from date of completion
9.	Work site	As per Special conditions (Sect. II)

* Initially work order shall be issued for six months and based on satisfactory performance; it shall be extended further.

NOTICE INVITING TENDER

No. MMTC/ESTATE/ 878/15-16

Dated : 15/04/2015

To,

M/s.....
.....
.....
.....

Subject: ANNUAL MAINTENANCE OF HORTICULTURAL WORK IN MMTC HOUSING COLONY,
NEW DELHI

Dear Sir,

M/s MMTC Limited, New Delhi invites you to submit your most competitive offer for the subject work as per the terms & conditions of the tender document given herewith:

1. Sealed tender in **two bid** systems are invited on behalf of **MMTC Limited**, a Govt of India undertaking, from Delhi & NCR (National Capital Region) based EXPERIENCED Contractors who have successfully completed annual maintenance of horticultural works of CPWD/ MCD/DDA/ NDMC/ PSU's/ Banks/ Railways/Govt. Departments/Govt. Institutions/ reputed Public or Private organizations, having Annual Turnover not less than **Rs 13 lakhs** (Rs Thirteen Lakhs p.a.) in *last three years continuously*.

(a) Technical Bid: sealed envelope superscribing PART-I (TECHNICAL BID) & (b) Price Bid in prescribed format duly filled up with signature in another envelope superscribing PART-II (PRICE BID) put together in third sealed envelope superscribing Tender for ANNUAL MAINTENANCE OF HORTICULTURAL WORK IN MMTC HOUSING COLONY & CMD'S RESIDENCE, NEW DELHI

(b) Tender Documents may be downloaded from MMTC & Government websites. The tender fee in the form of Demand Draft/Pay Order for Rs 1000/- (One thousand only) along with the prescribed EMD of Rs.27,000/- only (Rupees Twenty Seven Thousand) in favour of 'MMTC Limited' payable at 'New Delhi', must be enclosed.
2. The signed & sealed TECHNICAL BID portion (for all pages) of the tender document with prescribed DD/P.O. for both EMD and Tender fee in a sealed Envelop bearing the name and address of the bidder, should reach physically to the office of the Dy.General Manager (Estate) at 2nd floor Core 1, SCOPE Complex, New Delhi on or before 1500 Hrs on due date. Please note that the tenders submitted without the requisite amounts like Tender fee & EMD shall be summarily rejected.
3. TECHNICAL BID shall be opened on schedule date/time at the o/o GM(E&A), in the presence of tenderers who wish to be present on the date of opening.
4. The TECHNICAL BIDS shall be scrutinized/ verified by MMTC in terms of the tender requirements and subsequently the eligible PRICE BIDS shall be opened, preferably within two weeks.
5. The Tender should remain valid for a period of 60 (sixty) days from the date of opening of the PRICE BID.
6. Tenders (Technical bid portion) with any additional conditions/ deviations by the tenderers, whatsoever, shall be summarily rejected. Corrections/ alterations shall disqualify the offer.

7. Tenderers are advised to visit the sites / MMTC Housing Colony to acquaint themselves with requirement of site and quantum of work, facilities available to understand the tender requirement fully before submission of their tender/ bids. No claim shall be entertained later on grounds of lack of knowledge. It is understood that the tenderers / contractor has satisfied himself of the information and knowledge required before tendering.

8. Tenderer's confirmation to read as:

(a) This is to confirm that in case we are considered, we do hereby undertake to carry out the said works as per our quoted rates under the laid down schedules, BOQs, specifications 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 all out 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 at 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.

9. MMTC Limited does not bind itself to accept the lowest or any other offer/tender and reserves itself the authority to reject/ accept any or all the offers received without assigning any reason whatsoever. The offers without meeting the above criteria shall be summarily rejected at owner's option. Joint offers/ canvassing/ giving wrong or misleading information etc shall not be accepted and shall be debarred for three years. MMTC Ltd also reserves the right of accepting part or whole of the offers and the firms/ companies shall perform the same as per the NIT. Please also visit the websites www.mmtclimited.com, & www.eprocure.gov.in

(a) Earnest Money Deposit and Tender Fee in original along with Technical bid portion issued/hoisted by MMTC and downloaded by bidders, duly signed and stamped in sealed cover, should reach us in physical form on or before the closing date and time of the tender, having name, address, and telephone numbers of the tenderer.

(b) The required certified enclosures/ documents/ certificates etc as per Tender terms and the Price Bid, will be submitted by the bidder.

11. SEALING AND MARKING TENDER :

Tenderers shall submit their tenders in two parts in two sealed envelopes superscribed with the Tender Document No. & Date.

PART – I TECHNICAL BID – Tender document duly completed in original
PART – II PRICED BID - With full particulars as per given B.O.Q.

The envelope containing Part –I and Part – II of the offers should be enclosed in a separate envelope duly sealed & shall bear the name and address of the contractor. All pages of the offer must be signed.

12. If desired, the tenderers may witness the Technical and Price Bid opening.
13. MMTC LIMITED reserves the right to accept/reject any or all the Tenders without assigning any reason whatsoever.

Thanking you,

Yours faithfully,
for MMTC Limited,

(Rajender Kumar)
Senior Manager(Estate)

(Letter for submission of tender on tenderer's own letterhead)

No.

Date:

The Dy.General Manager(Estate)
MMTC Limited
Core-1, SCOPE Complex
Lodi Road
NEW DELHI-110003.

Subject : NIT FOR ANNUAL MAINTENANCE OF HORTICULTURAL WORK IN MMTC HOUSING COLONY.

Ref: Tender No.MMTC/ESTATE/878/15-16

Dear Sir,

I/we the undersigned certify that I/we have carefully gone through and clearly understood the site conditions, terms and conditions of the tender documents, 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 & sealed every pages of the tender documents (technical bid) as token of our acceptance of all terms and conditions of the tender.

I/we enclose herewith Tender fee of **Rs.1000/- (One thousand only)** and the Earnest Money Deposit (EMD) of **Rs. 27,000/- (Rupees Twenty Seven Thousand only)** by demand draft/ pay order/ banker's cheque No.s -----dt-----drawn on -----favoring '**MMTC Limited**' and payable at 'New Delhi'.

I/we also undertake to abide by all the labour laws/acts including minimum wage act 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 health 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 is pending against my/our firm/company.

My/our offer includes component of applicable wages to my/our workmen (Semi-skilled & Skilled malis), cost of required pesticides, insecticides, fungicides, weedicides, manures, tools, tackles etc, Provident Fund, statutory charges, ESI contribution, taxes, duties, royalties, octroi/levies etc, also and only excludes applicable service tax. All the statutory payments along-with service tax will be paid by me/us to concerned authorities on due dates/time and I/we understand that the 'service tax' component shall be reimbursed to me/us with monthly bills on actual basis on 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 price bid of tender.
Thanking you.

Yours faithfully,

Signature _____
For M/s. _____
Date _____
Name _____
Address _____

Seal of contractor/tenderer

No. MMTC/Estate/878/14-15

Dated 15/04/2015

**NIT FOR ANNUAL MAINTENANCE OF HORTICULTURAL WORK IN MMTC HOUSING COLONY
NEW DELHI**

GENERAL INSTRUCTIONS

1. The duly signed Technical Bid portion of the tender along with DD/POs of EMD & Tender fee & other documents with price bid are to be submitted in physical form before due date & time as per direction given . If submitted by post, it shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. The same received after the due date and time is liable to be rejected.
2. The tenderer shall quote the rates in English Language and International numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, Rates mentioned in words shall be treated as valid.
3. The Earnest money may be forfeited in the event of:
 - a. If a tenderer withdraws its tender during the period of tenders validity.
 - b. In the case of successful tenderer, if the tenderer fails to commence the work as required
4. The Earnest money of unsuccessful tenderers shall be, returned within reasonable time without any interest. The EMD of successful Tenderer shall be retained & converted as part of interest free Security deposit, to be refunded after successful completion of defect liability period.
5. If the tenderer deliberately gives wrong information in his tender, MMTC reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
6. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Tenderer who resorts to canvassing are liable to be rejected.
7. Should a tenderer 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 to the fact along with the offer, failing this MMTC may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
8. The successful tender shall not sub-let the part or complete work without written permission of MMTC. The tenderer is fully responsible to MMTC for the work if awarded to him.

9. Deviations in any form, whatsoever, to the tender conditions, shall not be accepted.
10. The term MMTC Ltd would mean MMTC Limited, Core – 1, "SCOPE COMPLEX", 7 Institutional Area, Lodi Road, New Delhi – 110 003 (which term shall, unless excluded by or repugnant to the subject or context include its successors and permitted assignees).
11. 'CONTRACTOR' shall mean the individual, firm or company who enters into contract with MMTC and shall include their executors, administrators, successors and permitted assigns.
12. 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include 'the NIT, complete Tender Documents, Negotiation letter/award letter, the accepted rates, Bill of Quantities, Terms & conditions/ specification of tender/ contract'
13. 'COMPLETION TIME' shall mean the period by date specified in the Letter of Award /Tender document.
14. 'WORK' or 'CONTRACT WORK' shall mean and include supply of Labour, requisite/specified consumables including manures, dressing, cutting , re-sapling, watering etc tools and tackles, water pipes, drums. sprinklers as required including their site transportation, handling, stacking, and storing as required for completion of works to the satisfaction of MMTC.
15. 'SINGULAR' and '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 of Individuals, whether incorporated or not.
16. The HEADINGS' are solely for the purpose of facilitating references.
17. In case of dispute the Competent Court jurisdiction shall be Delhi only.
18. The Contractor shall furnish to the MMTC, the Name, Designation and Address of his supervisor/agent and all complaints, notices, communication and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent or left at or posted to the address either of the Contractor or his authorised agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.
19. The Contractor shall take instructions from time to time & liaison with In-Charge as required for day to day work at MMTC site Office in the MMTC Housing Colony. Absentees, if any, must be substituted with prior information to In-Charge and absence at work sites would entail penalty deduction at applicable minimum wage per person per day.
20. The contractor shall furnish necessary documents in respect of identity cards/proof for all the personnel to be engaged for horticulture work duty. He will also

provide a complete list of workers/staffs to be deployed including their names, father's name, and local address, permanent home address to MMTC for necessary record and for issue of temporary passes, if required. Any change in the list will be immediately informed subsequently with all the above details.

21. The contractor shall remove all debris/wastes etc. & clear the site before handing over the same

22. 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 appoint another agency to get the job done at the contractor's risk and cost.

23. Timely completion of the assigned work is the essence of the contract. Delay in execution may attract penalty as decided by MMTC subject to maximum $\frac{1}{2}$ % of monthly gross bill.

24. 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 and in no case, shall a relationship of employers & employee between the said persons & MMTC shall accrue implicitly and explicitly.

25. 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 time whether such activities are elaborated or not. The contractor will also develop existing nursery for seasonal and perennial type of flowers and plants.

**NIT FOR ANNUAL MAINTENANCE OF HORTICULTURAL WORK IN MMTC HOUSING COLONY,
NEW DELHI**

SPECIAL CONDITIONS

1. SITE OF WORK shall generally consist of horticultural works in
(i) 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 & in front of site office, Pump House area/nursery and open area on both sides of Roads/ court yard areas 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 wordings of Item, BOQ of the work.

The work shall be governed as per site requirement. The work is to be done on item rate basis including **requisite/specified consumables (manures, pesticides, insecticides, fungicides, weedicides etc), dressing, cutting , re-sapling, watering etc tools and tackles, pipes, drums, sprinklers as required including their site transportation, handling, stacking, and storing as required for complete and completion of works to the satisfaction of MMTC** etc. The work shall be completed strictly as per Bill of Quantities, specifications 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 detail though not specifically mentioned but required for the completion of the work, item shall be executed by the contractor within the quoted rates.

3. QUOTED RATES:

- 3.1 shall include all costs including manures, pesticides, insecticides, fungicides etc, transportation of material to and fro from the site as and when required. Nothing extra is payable on this account. Transportation of any wastage, exchange of rejected /defective / surplus material etc. shall 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 permission to do so.
- 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 this contract.
- 3.3 The quoted rates shall include costs 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. 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 tenderer/contractor. Dumping area would mean MCD garbage bin/pit in Housing colony and shall include all lead and lift and shall not encumber on municipal land not intended for such dumping. The decision of the MMTC shall be final and binding on the tenderer/contractor in this regard.

3.4 shall include all applicable wages to malis (semi-skilled), skilled mali and the supervision costs needed during the execution of any item and tenderer/contractor shall deploy experienced skilled mali on full time basis who should be able to take instructions, ensure full presence of workmen at sites and carry-out the day to day jobs smoothly. Nothing extra shall be paid on this account.

3.5 Income Tax plus duties, cess at the prevailing rate as applicable from time-to-time shall be deducted from Contractor's bills as per Income Tax rules and quoted rates shall be deemed to include this.

3.6 TAXES, DUTIES, OCTROI, and 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 running bills if not paid by the contractor regularly on due dates/ directly & proof of deposit to be submitted by contractor in subsequent monthly bill.

3.7 The rates include component of Provident Fund, statutory charges/duties, ESI contribution etc, excluding extant applicable service tax. These shall be payable by contractor on due dates to the concerned authorities without fail and Contractor will furnish to MMTC the documentary evidence of all deposits. The service tax shall be reimbursed with monthly bills on actual basis on production of documentary proof of deposit.

4. The period of this contract shall generally be one year (initially for six months) counted from the date of work order/ award letter. The same shall be extendable only at the discretion of the MMTC subject to satisfactory completion of work during contract period/ extended (or, reduced) contract period. The decision of the MMTC shall be final and binding to the contractor in this regard.

5. The work shall be carried out in workmen like manner and the workers of Contractors 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 of any other agencies working at site. This shall be adhered to at no extra cost.

6. The contractor shall be responsible for any injury caused to persons, 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 damaged consequent upon any claim arising out of the above. The tenderer/contractor shall further make good all damages caused thus either to MMTC or any third party.

7. The tenderer/Contractor shall indemnify MMTC under Workmen's Compensation Act, Personal Injuries Act, Insurance Act 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 and expenditure incurred thereon will be borne entirely by the tenderer/contractor. MMTC shall be totally indemnified of any liability whatsoever.

9. SCOPES OF SUPPLY: All materials required for the completion of the maintenance work are to be supplied by the Contractor unless mentioned otherwise. In case of new work, only plants/saplings/seeds shall be provided by MMTC. All other requisite earth cutting/filling work, Labour, pesticides, manure, gudai etc is included in the scope of work at the cost of tenderer.

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 the MMTC. Water and electricity shall be made available at specified locations as per the decision of MMTC and the contractor shall make his own arrangement for distribution of water and power by use of pipes / cables etc.

11. PAYMENT OF WAGES OF LABOUR BY THE CONTRACTOR: The Contractor shall pay to the Labour engaged by him in connection with work directly wages not less than the minimum fixed by the Delhi Government under Minimum Wage Act, 1946, as amended and shall duly and properly comply with or ensure compliance with all legislation 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 provision of this clause. Any violation of this clause also is deemed to be breach of Contract. If the Employer is called upon to make any payment towards wage etc of the Labour employed by the Contractor, the same will be done from the outstanding payment or against pending future bills of the Contractor.

12. PAYMENT TERMS: The contractor shall submit his/her monthly bills in Triplicates to site office in-charge who, after due verification, scrutiny, recommendation & 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 & absenteeism, duly certified by the Site Office. The payable amount will be released through e-payment system only in the bank account of Contractor.

13. MODE OF MEASUREMENT: the mode of measurements will be as in the given specifications. If not available in specifications, then the C.P.W.D specification / I.S codes/ standard engineering practice for measurements of work shall be followed.

14. 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 Director (P) of MMTC. The provisions of Arbitration & Conciliation Act – 1996 as amended upto date, shall apply to such arbitration proceedings.

15. The venue of Arbitration shall be Delhi.

16. COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS: The contractor is responsible for compliance of the points given below under this contract:

16.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.

16.2. 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.

16.3. The contractor shall discharge obligations as provided under various statutory enactments including the employees provident fund and Miscellaneous Provisions Act, 1952., the employees state Insurance (ESI) Act, 1948, the Contract Labor (R&A) Act, 1970, the inter- state Migrant workmen (Regulation of employment & conditions of service) Act, 1979, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workman Compensation Act, 1923 and other relevant acts, rules and regulations enforced from time to time.

16.4. The contractor shall be responsible for required contributions towards P.F. pension, ESI or any other statutory payments to be made in respect of workers employed on work under the contract and the personnel employed for rendering service 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 all relevant records/ documents to MMTC, as asked for.

16.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the following month in the premises of MMTC in 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.

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

18. ORDER OF PRECEDENCE: In case of ambiguity in Description of Item in the Bill of Quantities/General Conditions/ special conditions/letter of award, the following order of precedence shall prevail:

18.1 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.

19. EXTRA ITEMS/SUBSTITUTED ITEMS: In respect of any Extra/Substituted/ items ordered to be executed; the rates payable shall be derived.

19.1 If the rates for the additional, altered or substituted work are specified in the Contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.

19.2 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 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 from the items in this CONTRACT will be final and binding on the CONTRACTOR.

19.3 If the rates for altered, additional or substituted work which can not be determined in the sub-clause (1) and (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 this purpose the coefficient for Labour, wastage and material shall be adopted from the CPWD analysis of rates/ standard schedule of rates as decided by the MMTC. If the item 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 will be final and binding on the contractor by the MMTC.

20. 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 inspection and shall ensure that the work is being carried out according to the terms, conditions, specifications of this tender. The contractor is advised to take the prior approval of all the materials used for this work.

21. SECURITY: The contractor shall have total responsibility for all equipment and materials in his custody, stores issued, semi-assembled and/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.

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 the 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 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 & 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.

23. SECURITY DEPOSIT: 5 %(five percent) amount(inclusive adjustment of the EMD) of contract value shall be retained as Security Deposit from the monthly bill and the same is to be released after successful expiry of 'Defect Liability Period' of three months from the completion date recorded by MMTC Limited.

24. FORCE MAJEURE: Neither party shall be held responsible by the other for breach of any condition of this contract attributable to any 'Act of God', 'Act of State' strike, lockout, sabotage, droughts, epidemics, riots and civil commotion, war, emergency, earthquakes, floods, lightning, embargo or any other reasons beyond the control of the parties and any breach of clause arising from such Force Majeure Conditions as aforesaid shall not be regarded as a breach of the provision of this contract.

NIT FOR ANNUAL MAINTENANCE OF HORTICULTURAL WORK IN MMTC HOUSING COLONY, NEW DELHI

SPECIFICATIONS

1. Pesticide should be of approved standard quality & brand with recommended composition and they shall comply to the respective Indian Standard Specifications.
2. The plants/ hedges etc, should be kept healthy & free from worms, infections.
3. The work should be completed in good engineering/ horticultural practice: neatly dressed, set, and cut to enhance the environment.
4. The watering to plants, hedges & grass shall be done on regular basis as per requirement to ensure their healthy life.
5. The area should be maintained free of foreign material, wastes , unwanted growth, shrubs, waste grass, weeds etc.
6. The required quantity & quality of pesticides shall be used to maintain the work free of infections.
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 same shall be provided by MMTC free of cost. However contractor shall plant the saplings as required complete with Labour & incidentals within quoted rates.
9. The contractor shall be responsible for the safety & healthy growth of existing plants. Any replacement required shall be done by contractor with-in quoted rates.
10. The contractor shall be responsible for dressing & cutting/ setting of existing hedges around blocks/flats within quoted rates.
11. The contractor may advise MMTC for needed horticultural development work beyond the scope of contract. If agreed, MMTC may get the same done from him on competitive negotiated rates by reimbursing cost of plants and Labour, cartage plus 10% towards overheads.
12. The contractor shall depute gardeners for watering during water supply hours with in quoted rates as restricted water is available in the colony. Carriage of water by trolley as needed shall be responsibility of contractor.
13. The contractor should submit monthly bills in triplicates with proof of contribution of EPF, ESI and service tax/ other taxes as applicable for the previous month.
14. If during the currency of contract period, wages of labour increase as a direct result of becomes operative after time of submission of tender, then the reimbursement of increase in wages, VDA along with Govt departmental charges as applicable shall be made by MMTC to the extent of actual increase and payments made thereof by contractor. However contractor shall have to submit documentary proof, accounts books etc for verification by MMTC to substantiate the claim. The contractor shall immediately intimate MMTC about such increase in wages/VDA.
15. The contractor shall ensure that monthly disbursement of applicable wages/payments to workers is made in the presence of MMTC's site officials/authorised Official(s) latest by 7th day of succeeding month positively.
16. The Contractor may contact the Site In-Charge (Manager-Township) for any clarifications/ day to day instructions (Phone no 011-26967412, 26568829).
17. The tenderers must comply with all terms and conditions of technical bid & price bid of tis e-tender.

NIT FOR HORTICULTURAL WORK IN MMTC HOUSING COLONY, NEW DELHI.**(PRICE BID)**

Sl. No.	Description	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1.	<p>Maintenance of horticultural works Annual maintenance of horticultural work in Directors residences at CMD's residence & MMTC Housing Colony including main Park in front of 'E' Block, area around Recreation Centre, Pump Houses, B & C block Parks , site Office etc including provision of 8 nos.(eight) full time gardeners (one skilled & seven semi-skilled malis) well versed with works, replacement of unhealthy/damaged plants, provision of pesticides, fungicides, weedicides, insecticides, manures, watering, supervision & up-to-date maintenance complete with dressing, gudai, cutting etc as required to the satisfaction of site in charge/MMTC.</p> <p>(i) Water is available near the sites.</p> <p>(ii) Manures, fertilizer(urea), tools & tackles, grass cutting tools/machine, pesticides, insecticides, fungicides, weedicides, water pipes /trolley /transportation arrangement etc, shall be provided by the Contractor at his/ her cost.</p> <p>(iii) However, plants, seeds, saplings as required shall be supplied by MMTC Limited free of cost.</p> <p>(iv) The work shall be done for 6(six) Days a week during office hours except Sundays & National holidays.</p>	12 months	month		

Gross Total Bid: Rs.....

Less: Rebate (if any): Rs.....

Net. Total: Rs.

(In words.: _____)

Signature/ seal of the contractor

DATE.....