



THE STATE TRADING CORPORATION OF INDIA LTD. (STC)

23rd Floor, JawaharVyaparBhawan, Tolstoy Marg, New Delhi-110001

Telephone: 011-23462341/23462331, 23462233/23462375 Fax: 011-23701106

Tender No. STC/GAD/Horticulture/I/2016

26.5.2016

E-Tender Notice

1. Notice Inviting Tender (NIT) for Horticulture work at Jawahar Vyapar Bhawan, (STC), New Delhi – 11001 and Asian Games Village, in New Delhi-110049

STC invites online bids (E-Tender) under two bid system (Technical & Financial) from reputed agencies for a period of one year. The period may be extended further on sole discretion of STC.

Nursery agencies interested in responding to this NIT must submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 03.00 PM on 16.6.2016.

Financial bids for only those bidders will be opened who are declared qualified in technical evaluation. The date and time for opening of financial bids shall be separately notified on NIC's e-Procurement Portal (www.eprocure.gov.in/eprocure). STC may seek any further clarifications or documents as felt necessary but not obliged to do so.

All details regarding the subject NIT are available on websites: www.stc.gov.in, www.tenders.gov.in and www.eprocure.gov.in/eprocure. Any change/modification/corrigendum in connection with this NIT will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. STC shall not be liable to send any individual information or issue a public notice.

2. Earnest Money Deposit (EMD) and Bidding fee

The tender document can be obtained from Shri Raj Kumar, Dy Manager and Shri Virender Kumar, Assistant Manager, STC of India Ltd., Jawahar Vyapar Bhawan, 6th Floor Annexe Tolstoy Marg, New Delhi on any working day between 11.00 AM and 4.00

PM upto **15.6.2016 for Rs.500/- payable in the** form of DD/Bankers Cheque in favour of "The State Trading Corporation of India Ltd., New Delhi" (non-refundable).

Tender document is also available at STC website <http://www.stc.gov.in>. The document downloaded from the website should be accompanied by the cost of the tender documents, i.e. Rs.500/- in the form of Demand Draft/Pay Order/Banker's Cheque in favour of "STC of India Limited" along with Technical Bid.

All Bidders are requested to furnish an EMD of Rs. 10,000/- (Rupees ten Thousand only) by way of Banker's Cheque / Demand Draft drawn in favour of 'The State Trading Corporation of India Ltd.' payable at 'New Delhi'.

MSEs having valid registration certificate will be provided the tender documents free of cost and are also exempted from payment of EMD.

The envelope containing the Demand Draft towards the cost of documentation and EMD along with Covering Letter mentioning the details on Bidder Company on the company's Letterhead, should be sealed and superscribed as "Horticulture" and the same should be dropped in the 'EMD Box' kept at the following address so as to reach on or before the deadline prescribed for receipt of bids.

The State Trading Corporation of India Ltd.,
JawaharVyaparBhawan,
Ground Floor, Reception
Tolstoy Marg,
New Delhi -110001.

MSEs are required to submit Registration/Exemption certificate in lieu of EMD.

Bids for which EMD is not received (other than the exempted cases) in the prescribed manner shall be rejected summarily.

STC shall not be responsible for non-receipt / non-delivery / delayed receipt of the EMD due to any reason whatsoever.

EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned within a fortnight after Award of Contract to the Successful Bidder. The EMD of successful bidder will be returned only after furnishing of desired Security Deposit amount.

3. Electronic Submission of Bids

- Bids against this NIT shall be received only electronically through the e-Procurement Portal of NIC (www.eprocure.gov.in/eprocure). No bids shall be accepted in hard copy or in any other form.

- For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- Earnest Money Deposit (EMD) is required to be submitted in the form of a Banker's Cheque/ Demand Draft from a Nationalized bank, which must reach STC before closure of the e-tender in the manner prescribed herein.
- The details of EMD (Banker's Cheque/ Demand Draft) uploaded during bid submission, and those submitted physically in EMD Box at Ground Floor Reception, should tally. Otherwise, the bid is liable to be rejected.
- A bidder may modify, substitute or withdraw its e-bid after submission before the last date and time of bid submission. No bids shall be modified, substituted or withdrawn by the bidder on or after the last date and time of bid submission.
- STC may ask the bidders to submit any or all the documents in original submitted as part of their only bid anytime during the bid process.
- For modification of e-bids, bidder has to detach its old proposal from e-tendering portal and up load.Re-submit digitally signed modified bid. No modification will be allowed after the closure of scheduled bid, closing date and time.
- Bidders are advised in their own interest to submit the bids well before the bid submission date and time (as per Server system Clock of e-procurement portal). STC will not be responsible for any delay or the difficulties encountered during the submission of bids at the eleventh hour due to any technical or other problems.
- For any queries relating to the process of online bid submission or queries relating to Procurement Portal (eprocure.gov.in), the bidders may contract Portal Helpdesk on Tel. Nos. 1800-3070-2232, 91-7878007972 and 91-7878007973.
- In case of the bidder being a Micro or Small Enterprise (MSE), relevant registration certificate to that effect should be mandatorily submitted. It should also be clearly indicated whether the MSE is owned by SC or ST entrepreneur, wherever applicable. MSEs producing valid certificate or registration shall be provided with the tender documents free of cost and shall also be exempted from payment of EMD. If the price quoted by an MSE is within L-1+15% it will allowed to supply a portion (upto 20% of total tendered quantity) of requirement provided the enterprise is able to match the L-1 price and the L-1 price is from a bidder other than an MSE. In case price quoted by two or more MSEs lie within L-1+ 15% order may be divided as deemed fit by STC.

4. Scope of Work

On line (e-tender) bids are invited from Nurseries of repute on annual basis for the Horticulture work as per following requirements:

1. General maintenance/landscaping of six lawns by lying grass carpet and providing 150 new plants at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi
2. Maintaining and Providing 100 (name of plants like money plants, areca palm, Christmas Trees, Sypris etc.) plants in the offices of Sr. Executives at JVB.
3. Maintenance/landscaping of front lawns by lying Grass carpet and Providing 150 plants at five residential flats at Asian Games Village Complex, Ganpat Andalkar Block, New Delhi.

The lawns and other areas proposed for landscaping may be inspected on any working day between 10.00 AM to 4.00 PM by the tenderer.

All tenderers must clearly state in their offer as under:

- i) That they have inspected the lawns and other areas prior to submitting their offer.
- ii) That they have read the job description and agree to perform the job as stated therein.
- iii) That they have requisite number of workmen, entire sources, materials such as lawn mowers, (grass cutting machines,) tools and implements, pots seeds, plants, soil, sand grass, various kinds of fertilizer, insecticides, etc.
- iv) That they have adequate workmen to handle the above jobs.
The offers without these details and without the confirmation as stated above will be summarily rejected.

5. JOB DESCRIPTION

A. Lawns

- The Lawns should be properly maintained on evenly leveled ground with correctly plated/cutted grass.
- The grass should be trimmed, fertilized, watering regularly by modern grass cutting machines (lawn mowers)
- The grass lawns so developed should be regularly and properly watered and maintained and also lying the grass on the all lawns as and when required.

- Fresh soil is to be provided at least once in a year so that the level of the lawn is maintained evenly.
- The soil, sand, grass, fertilizers, lawn manure, grass cutting machines, tools implements etc. will have to be arranged by the successful tenderer at his cost inclusive of carriage charges.

B. Hedges, Bushes & Ground covers.

- The hedges and bushes are to be planted at correct places, wherever required, and arranged with reference to their varying colours and heights.
- In the event of any damage to the hedges and bushes, the same shall be replaced by the successful tenderer.

6. OUTDOOR PLANTS

- The successful tenderer will first prepare beds and/or make modifications in the existing beds in the lawns in an artistic manner for the plantation of decorative seasonable flower plants.
- The successful tenderer will have to arrange and sow seasonal seeds at proper plantation times, arrange compost manure, and take care of their proper growth in order that these bloom at their right time.
- At least 225 earthen pots of 10” to 12” height along with seasonal flower plants various high varieties like chrysanthemum, dahlia, cinaneria, carnation, brachicomapholox, petunia, aster, calendula, sweet Allyson, daisy pansy, etc. would have to be arranged by the successful tenderer at his cost during the currency of the AMC. However broken pots and faded /withered plants of seasonal flowers shall be replaced with new ones without any cost to STC.
- These decorative plants pots should be provided with the requisite bamboo sticks support to be further tied with thread.
- To perform other manual dusting to clear and maintain landscaped environment.

7. Other Terms and Conditions

- Submission of offer shall mean unconditional acceptance of all terms and conditions contained in this bid document.
- For technical bid the bidders are required to submit the self attested of the following :
 1. Provident Fund Registration
 2. ESI Registration
 3. PAN Number
 4. Experience certificate for the last two years i.e. 2013-14 and 2014 – 2015
 5. Satisfactory performance certificates in the last two years i.e. 2013-14 and 2014 – 2015
 6. Single competed contract of Rs.2.5 lakhs during the last two years i.e. 2013-14 and 2014 –2015.

7. Documents indicating location of Nursery in Delhi/NCR.
 8. MSME/NSIC firms should attach valid registration certificate.
 9. Bank details” (bank A/c. NO. Type of Bank A/c. Name & Add. of the bank) any other if any.
- The bidders must be registered with the Service Tax Department, PF, ESI and statutory compliance as per labour law act.
 - Bids containing any alterations/cuttings/mark of erasure etc. even if accompanied by signature shall be liable to be rejected on such grounds.
 - The bids will be technically evaluated on the basis of bidders’ prior experience in the similar field, testimonials, etc. Financial bids from only those parties will be opened who are declared qualified and are shortlisted after technical evaluation.
 - STC shall not be responsible for non receipt / non delivery of the offer document due to any reason whatsoever.
 - Offers should be valid for a period of 90 days from the date of closing of tender.
 - The successful bidder shall submit a letter of acceptance within 7 days from the date of award of Contract.
 - Conditional offers are liable to be rejected.
 - Offers submitted by Email, Fax, telegram or telex shall not be considered.
 - Failure to submit all the required documents or submission of incomplete document, will render the quotation liable to rejection.
 - If the tenderer is found to have provided wrong information in his tender, STC reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the EMD/SD/ any other moneys due to it.
 - Financial bid shall contain price only and no other documents shall be enclosed with the financial bid. The tender will be finalized on the basis of the total bid amount for housekeeping work.
 - The original of all documents attached with the tender will have to be submitted for verification before the award of the contract.
 - The tender documents duly signed by the tenderer including terms and conditions will be the part of the contract.
 - STC reserves the right to accept or reject any bid, and/or to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability from the affected bidder or bidders nor shall STC have any obligation to inform the affected bidder or bidders of the grounds for STC’s action.

8. SECURITY DEPOSIT

The successful tenderer will be required to make interest free security deposit equivalent to 10% of annual contract value in the form of Bank Draft/Banker’s Cheque drawn in favour of “The State Trading Corporation of India Ltd.” Payable at New Delhi with the Corporation. After receiving the security deposit, the EMD will be refunded. The security deposit will be refunded within six months from the date of expiry of the contract satisfactorily after adjusting dues, if any.

9. INDEMNITY:

The STC without any protest demur will always be kept indemnified and harmless from all the liabilities/losses/damages/cost/penalties etc. arising out of this contract. The STC will not be liable for any claim negligence, default, mistake, fraud and dishonesty of the employees/representative deputed for performing the contract.

10. PENALTY CLAUSE:

In case the bidders leave of leaving the contract in between or not performing/fulfilling of obligation etc. the security deposited/EMD will be forfeited.

11. FORCE MAJEURE

For the purpose of this **Contract**, "Force Majeure" means an event which is beyond the reasonable control of **STC** or **Vendor**, is not reasonably foreseeable, is unavoidable and is not brought about by or at the instance of the party claiming to be affected by such events and which caused the non-performance or delay in performance, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. Force Majeure shall not include insufficiency of funds or failure to make any payment required under this **Contract**.

The failure of **STC** or the **Vendor** to fulfill any of its obligations shall not be considered to be a breach of, or default under, this **Contract** in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of this **Contract**.

The timeline, within which the **Vendor**, pursuant to this **Contract**, is required to complete any action or task, shall be extended for a period equal to the time during which the **Vendor** was unable to perform such action as a result of Force Majeure.

Both **STC** and the **Vendor** shall keep a record of the circumstances referred to above, which are responsible for causing delays in the execution of the project. Affected party shall provide notice in writing within 10 days to other party of any

such cause with necessary evidence that the obligation under this **Contract** is affected or prevented or delayed. In case it is not possible to serve the notice within the said 10 days period, then notice shall be served within the shortest possible period.

The party affected by an event of Force Majeure shall continue to perform its obligations under this **Contract** as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

12. SETTLEMENT OF DISPUTES

In case, a dispute arises between parties, then there would be two ways for resolution of the dispute under this **Contract** viz:

(i) Amicable Settlement:

Performance of this **Contract** is governed by the terms and conditions of this **Contract**. However, at times dispute may arise about any interpretation of any term or condition of this **Contract**, including but not limited to, the scope of work, the clauses of payments etc. In such a situation either party to this **Contract** may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 30 days following the response of that party, then sub-clause (ii) shall become applicable.

(ii) Arbitration

Difference and/or disputes remaining unresolved amicably shall be settled through arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration, New Delhi and the award made in pursuance thereof shall be binding on the parties.

The venue for Arbitration proceedings shall be New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between **STC** and the **Vendor** shall be English.

Arbitrator(s) shall give reasons for the award and the award shall be binding on **STC** and the **Vendor** and enforceable at the courts of jurisdiction at New Delhi, India, in accordance with the provisions of Arbitration and Conciliation Act, 1996. The services under this **Contract** shall be continued during the arbitration proceedings, unless otherwise agreed in writing by **STC** and the **Vendor** or

unless it is proved that the services cannot possibly be continued during the arbitration proceedings.

13. DEFENCE OF SUITS

If any action in court is brought against **STC** or an agent or an employee or a representative of **STC** for the failure or neglect on the part of the **Vendor** to perform any acts, matter, covenants or things under this **Contract**, or for damage or injury caused by the alleged act, omission or negligence on the part of the **Vendor**, his agents, representatives or his sub-contractors or employees, the **Vendor** shall in all such cases indemnify and keep **STC**, its agents, employees and representatives, harmless from all losses, damages, expenses or decrees arising of such action.

14. JURISDICTION

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at New Delhi, India only.

15. VALIDITY:

The validity of this contract will be for a period of one year from date of commencement & extendable for another year at the sole discretion of STC on the same rates, terms and conditions, subject to satisfactory performance of the obligations under the contract by the agency. If, however, the performance is not found to be satisfactory during the contract period, the contract can be terminated at any time by serving one month's notice in writing. Even otherwise minimum one month's notice is required for termination of the contract from either side. In case notice of termination is given by the agency, STC will try to make efforts for appointment of a new agency within the notice period and will bear the advertising cost for floating the new tenders by STC. In case STC is unable to appoint a new agency during the notice period the agency will be required to continue with the job till such time new arrangement is made.

16. Termination clause:

The Horticulture contract shall also stand terminated:

- a) with immediate effect in case of any negligence or violation of the tender terms on the part of the contractor; or
- b) on expiry of one month's notice period for reasons other than (a) above.

Technical Bid

The bidders are required to submit the self-attested scanned copies of the following:

1. Provident Fund Registration;
2. ESI Registration
3. PAN Number
4. Experience certificate for the last two years i.e. 2013-14 and 2014 – 2015
5. Satisfactory performance certificates in the last two years i.e. 2013-14 and 2014 – 2015
6. Single competed contract of Rs.2.5 lakhs during the last two years i.e. 2013-14 and 2014 –2015
7. Documents indicating location of Nursery in Delhi/NCR.
8. MSME/NSIC firms should attach valid registration certificate.
9. Bank details: (Bank A/c. No. Type of account, Name & Add. of the bank) any other if any.
10. Details of EMD: Rs.10,000/- (Rupees ten thousand only) vide DD/Pay Order/Banker's Cheque No. _____ dt. _____ drawn on _____

or

valid registration certificate of MSE.

11. Details of cost of Tender Form Rs.500/- (Rupees five hundred only) vide DD/Pay Order/Banker's Cheque No. _____ dt. _____ drawn on _____

or

valid registration certificate of MSE.

Financial Bids

The tenderer shall submit their Financial Bids in the following format:

Sl. No.	Location	Period	Rate (Rs.) per month lump-sum basis	Annual Amt. (Rs.)
1.	General maintenance of six lawns by laying carpet grass and providing 150 plants at JVB New Delhi	12 Months		
2.	Maintenance and Providing 100 plants in the offices of Sr. Executives at JVB.	12 Months		
3.	Maintenance of front lawns by laying carpet Grass and Providing 150 Nos. plants at five residential flats at Asian Games Village Complex, Ganpat Andalkar Block, New Delhi.	12 Months		
4.	At least 225 earthen pots of 10" to 12" height along with seasonal flower plants various high varieties like chrysanthemum, dahlia, cinaneria, carnation, brachicomapholox, petunia, aster, calendula, sweet Allyson, daisy pansy, etc. would have to be arranged by the successful tenerer at his cost.	12 Months		
	Total : Rs.			
	Total in Words			

1. The tenderers should quote their charges on per month lump-sum basis which should be inclusive for the all works, jobs, and services and will also cover the expenditure to be incurred by the agency.
2. The tender will be finalized on the basis of the total bid amount and not on the item-wise lowest rates quoted by bidders.
3. The service Tax, if applicable, shall be reimbursed based on the documentary evidence of deposit showing of service tax concerned authority.

To

The Dy. Manager
General Administration Division
STC of India Ltd.,
JawaharVyaparBhawan,
1, Tolstoy Marg,
New Delhi-110001.

- Sub: 1. General maintenance and providing plants at six lawns at JawaharVyaparBhawan, Janpath Road, New Delhi
2. Maintain and Providing 100 Nos. plants in the offices of Sr. Executives at JVB.
3. Maintenance of lawns and Providing 150 Nos. plants at five residential flats at Asian Games Village Complex, Andalkar Block, New Delhi.

Dear Sir,

I/We hereby bid for the execution of the captioned work on the rates specified by us on the basis (lump sum) in accordance with the terms & conditions.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our bid, I/We have carefully studied and understood the general instructions and detailed terms & conditions of the tender.

I/We have seen the locations where the said work is to be done and made such investigation as regard to the operation of the above mentioned work.

If, I/We fail to commence the work by the specified date as per letter of award, I/We agree that my/our EMD shall stand forfeited. Further, I/We state that:

- i) I/We have inspected the venues and other areas prior to submitting my/our offer.
- ii) I/We have read the job description and agree to perform the job as stated therein.
- iii) I/We have requisite number of workmen, entire sources materials such as lawn mowers (grass various kinds of fertilizers, insecticides, etc.
- iv) I/We have adequate workmen to handle the above jobs.

I/We have to keep the offer open for 90 days (3 months) from the date of the closing of tender. Should this tender be accepted, I/We agree to abide by and fulfill at the terms and conditions set forth in this tender document(s).

Thanking you,

Yours faithfully,

(Tender) (Seal)

Tel. No.Off. _____
Tel.No. Resi. _____
M.No. _____
Fax No. _____
Add. _____
