

**MADHYA PRADESH STATE ELECTRONICS DEVELOPMENT
CORPORATION LTD.**

Tender No...IT/11/18 MPSEDC: IT PARKS/ 2018 DT. 05/08/18

**Tender Document –For Maintenance of Garden & Horticulture
work**

AT

MPSEDC IT Parks GWALIOR

State IT Centre, 47-A, Arera Hills, Bhopal – 4620 11

Tel: (0755) 2518674

www.mpsedc.com

INVITATION OF BIDS

Chief General Manager, MPSEDC Ltd., Bhopal invites online Bids for Maintenance of Garden & Horticulture work at MPSEDC IT Parks Gwalior from interested reputed contractors/individuals having sound financial capacity and proven track record of at least 3 years in the field for Maintenance of Garden & Horticulture work. Bidders may obtain further information from the office of MPSEDC Ltd, Bhopal. First time users of this portal will be required to register online with Registration charges.

A	Scope of Work	Maintenance of Garden & Horticulture Work at MPSEDC IT Parks, GWALIOR
B	Cost of Tender Document.	Rs. 2500/- (Rupees Two thousand five hundred only non-refundable) payable online
C	Processing fee.	1000/- (non-refundable) + service tax extra - payable online
D	Purchase start and end dates of Tender Documents.	Purchase start 10/08/2018 from 10.30a.m. and end 30/08/18 up to 3.00 PM.
E	Last date of submission of Bid	Date . up to 30/08/2018 5.30PM.
F	Date of opening of Technical Bid.	Date 31/08/18 at 3.00 PM
G	Date of opening of Financial Bid	Shall be intimated
H	EMD.	Rs. 50,000/- (Rupees Fifty thousand only) Payable online
I	Place of opening of Bids	MPSEDC Ltd., State IT Centre, 47-A, Arera Hills, Bhopal
J	Mode of submission Bids.	ONLINE

NOTE :-

1. Bids can be downloaded and purchased online from the website www.mpeproc.gov.in and can be viewed freely on website www.mpsedc.com / www.mapit.gov.in / www.dit.mp.gov.in.

2. Any future Corrigenda/Information shall be posted only on our website www.mpeproc.gov.in / www.mpsedc.com

3. Our HELPLINE No. 18002588684

Letter of Submission of Bid

Chief Gen. Manager
M.P. State Electronics Development Corp Ltd.
State IT Centre, 47-A, Arera Hills,
Bhopal (M.P) 462011.

I/We, the undersigned, have read and examined in detail the specifications and all bidding documents and hereby declare that:

PRICE AND VALIDITY

All the rates quoted in our proposal are in accordance with the terms as specified in bid documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the date of the opening of the Bid.

We do hereby confirm that our bid prices include all taxes and duties etc.

We hereby declare that if any Tax is altered under the law, we shall pay the same.

DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the technical specifications and other Bid conditions with no deviations.

QUALIFYING DATA

We confirm that all information/data have been submitted is as required by you in your Bid document. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

We further confirm that our organization:

- is not declared as insolvent or convicted for any offence by any Authority.
- is not prosecuted or suffered any penalty for violation of any labour laws by any Authority.
- is not a party to any cartel at any time for processing any contract including the present tender.

I/We agree that in case any information is found to be incorrect, the Bid is liable to be rejected at any point of Bidding process.

We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,
Yours Faithfully,

(Signature of Bidder)

Date:

Place:

Business Address

Name:

Designation:

Seal:

INSTRUCTIONS TO BIDDER

1. Bidders are required to submit bids online only.
2. Bids in physical form will not be considered/accepted.
3. The Bidders are required to **deposit bids, tender cost, Processing fee and EMD on online only**
4. Bidders are required to submit bids as per the timelines given in the invitation of bids.(Page No.2)
5. The bidders are required to submit a list of enclosures, if any.

Pre-qualification offer shall be opened only of those who have submitted the EMD as specified.

Financial offer shall be opened only of those who have submitted proper EMD and are selected in Pre-qualification Evaluation.

Each page of the tender document is required to be signed by the authorized signatory and deposited along with the pre-qualification offer.

6. All erasures, cuttings and alterations made while filling the offer document should be initialed by the authorized signatory. Overwriting of figures is not permitted.

A. ESSENTIAL ELIGIBILITY CRITERIA

1. The applicant must be a Registered/Licensed Firm / Partnership firm / Sole proprietorship / Individual.
2. The applicant must have a proven track record of at least 3 years in Maintenance of Garden & Horticulture Work.
3.
 - a. The applicant must produce relevant documentary evidence along with the tender document.
 - b. Non disclosure of relevant information or furnishing of incorrect information / documents will suffer disqualification of Tender Document.
4. The applicant must have average **annual turnover of Rs. 100 lakhs** during the last three financial years.
5. The applicant must have a single work order of not less than Rs. 25 lakhs from any Government Department/ Public Undertaking (in last 03 years), work order is to be enclosed as documentary evidence.
6. The applicant must not have been at any time declared as insolvent or convicted for any offence by any Authority.
7. The applicant must not have been prosecuted or suffered any penalty for violation of any labor laws by any Authority.
8. The applicant should not be a party to any cartel at any time for processing any contract including the present Tender.
9. Priority should be given to ISO Certified company.

Documents to be enclosed along with Technical Bid (copies to be self attested):

1. Certificate of Registration with Labour Department, Government of MP.
2. Certificate of Registration for Service Tax.
3. Certificate of Income Tax PAN/TAN Number.
4. Certificate of Registration under EPF Act.
5. Certificate of Registration under ESIC Act.
6. Tender fee of Rs.2500- (Rupees Two thousand Five Hundred only) payable online.
7. EMD of Rs.50000/- (Rupees Fifty Thousand only) payable online.

B. PRE-QUALIFICATION CRITERIA

Sr.No.	Details	Maximum Marks	Marks Obtained
1.	Number of years of experience in the field of Garden Maintenance Services. 3 years of experience 20 Marks Above 3 years of experience 25 Marks	25	
2.	Turnover in the last three years 2015-16 2016-17 2017-18 (for Gwalior/Jabalpur/Indore – 15-20 lakh & for Bhopal – 20-25 lakh : 15 Marks) (for Gwalior/Jabalpur/Indore – above 20 lakh & for Bhopal – above 25 lakh : 20 Marks) Quality Mgt Systems 5 Marks	25	
3.	Financial Bid	50	
4.	Total Marks	100	

The bidders who meet the essential eligibility criteria and secures a minimum of 60 Marks in pre-Qualification Criteria shall be considered for opening of Financial Bids.

NOTE:-

1. DOCUMENTARY PROOF TO BE ATTACHED FOR ALL THE PARAMETERS OF EVALUATION.
2. Experience in the field of Garden services will be considered on the basis of registration under ESIC Act/Companies Act/ Society Act/ Individual firm registration/ Shop and Establishment Act etc.
3. Turnover will be considered only on submission of full set of Auditor Accounts for the years.

TERMS AND CONDITIONS

1. EMD of unsuccessful Bidders shall be returned after the award of the contract.
2. Tender shall be submitted in official tender format only. If submitted in any other format the same shall be summarily rejected.
3. Tenders received without prescribed tender fee, processing fee, earnest money shall not be considered.
4. Tender form shall be complete in all respects and no paper shall be detached from the tender.
5. The tender is liable to be ignored if complete information is not given there-in, or if the particulars and data (if any) asked are not filled in.
6. The EMD of Rs.50000/- of successful Bidder shall be converted into security deposit. The security deposit will be refunded after expiry of the contract, **No** interest shall be paid on Performance Security/EMD.
7. The Prospective bidders can inspect the site in-between 11.00 AM to 5.30 PM on all working days. No extra charges shall be payable for non awareness of the site conditions and constraints. Water & Electricity shall be provided free of cost.
8. Corrections, if any in the tender must be attested by the Bidder with sign and seal.
9. Late tenders will not be considered and shall be rejected.
10. The rates quoted should be on FIRM & FIXED basis.
11. Following procedures shall be adopted in case of difference in quoted rates in figures and words and extensions.
 - a. Where there is difference between rates in figures and in words, the rates quoted in words shall be considered as correct.
 - b. Where the amount of an item is not worked out or it does not correspond to the rate either in figure or in words, the rates quoted in words shall be considered, as correct and necessary calculation shall be made.
 - c. Where the rates quoted by the Bidder in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the Bidder shall be considered as correct and amount shall be corrected accordingly.

12. The contract shall generally be awarded to the lowest Bidder as per the Bid Evaluation Criteria complying with statutory norms. However M.P.S.E.D.C. does not bind itself to accept the lowest or any other offer and reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons and is not bound to accept the lowest bid since due weight- age shall be given to several factors besides the commercial bid.
13. The Managing Director, MPSEDC shall have the authority to cancel the Tender process if MPSEDC does not find a suitable tender. MPSEDC shall have the right to recall fresh tender in these circumstances where in prior bidders shall have the right to participate in the fresh process. The Bidders shall have no right to challenge the authority and decision of MPSEDC to cancel the tender process for the reasons deemed fit by the Managing Director, MPSEDC.
14. If the awarded Bidder fails to accept the contract, the EMD amount will be forfeited and the second lowest in the list of selected agencies shall be given the opportunity for the contract and so on and so forth.
15. The Bidder shall be responsible for compliance of all statutory obligations under Contract Labor (Regulations & Abolitions) Act, Minimum Wages Act, Service Tax Act, Payments of Wages Act or any other applicable law in force in India at the time of award of the contract or in future.
16. The Bidder shall not at any time during the currency of this agreement sub-contract the job entrusted to them for performance to any other party.
17. The Bidder shall affect Insurance at their own cost for their personal and properties belonging to them, MPSEDC shall not be responsible for any damage/loss of any nature whatsoever.
18. In the event of dispute arising out of this agreement, the Managing Director, MPSEDC, shall be the sole Arbitrator and his decision shall be final and binding on both the parties.
19. The name and address of the Bidder shall be clearly stated and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned and sealed with official stamp by the Bidder. The tender shall be filled and submitted strictly in accordance with the instructions laid down herein, failing which the tender is liable to be ignored.
20. The bids should be valid in the case of all the tenders for at least 180 days from the date of opening of the tender. In the case of the successful Bidder, rates quoted shall be valid for the entire period of the contract.
21. The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, MPSEDC may terminate the contract of the bidder without any notice in case the bidder commits a breach of any of the terms of the contract and Security Deposit will be forfeited. MPSEDC's decision that a breach has occurred will be final and shall be accepted without demur by the Bidder.

22. The MPSEDC shall in no way be responsible for any default with regard to any statutory obligation and the Bidder will indemnify MPSEDC in case of any damage or liability, which may arise on account of action of bidder.
23. The Bidder shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever (including time and shall not be limited to property loss and damages, personal accidents, injury or death of persons or servants or agents of any bidder/sub- bidder(s) and the bidder shall at his own cost and initiative at all time, maintain all liabilities under Workman's Compensation Act, Fatal Accident Act, Personal Injuries, Insurance Act and/or Industrial Legislation from time to time in force).
24. In case L-1 is more than one, then the past performance of the Bidder, turnover will be the criteria and the decision of MPSEDC will be final.
25. The rates shall be inclusive of all taxes, duties octroi, works contract tax, cartage loading, sales tax, turnover tax and any other statutory taxes and service tax complete in all respects.
26. MPSEDC shall in no way be responsible in any dispute of whatever kind, between the bidder and the staff engaged by him.
27. Any damage resulting to MPSEDC on account of the negligence or mal- operation shall be made good by the bidder. Nothing extra will be paid for such work.
28. The bidder shall arrange to render efficient service as per the terms & conditions of the tender/agreement. However, in case the bidder fails to maintain the service to the satisfaction of MPSEDC and any expenditure incurred therein for alternative arrangements by MPSEDC shall be recovered from the bidder.
29. Water and power shall be made available free of cost for bonfide use.
30. All bills concerning Garden Maintenance, for payments shall be put up by the Bidder on monthly basis on expiry of the month to Senior General Manager (P&A) for his verification and then only it shall be further processed and forwarded by P&A to Accounts Department for the payment of these bills.
31. No food and transport and any other amenity in the nature of perks will be provided by the MPSEDC for the Bidder's personnel.
32. The Bidder will work in close co-operation with IT Park of MPSEDC for maintenance of Horticulture.
33. The agreement will be valid for Maintenance Contract for Garden and Horticulture/Arboriculture as incorporated in the contract document. This should be strictly adhered to.

34. The Bidder shall ensure that no inward/outward material movements takes place from MPSEDC premises without proper documents and, papers found completed in every respect and signed by authorized signatory of MPSEDC which shall be communicated to the Bidder, from time to time.
 35. No Bidder shall contact on its own, the Competent Authority on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. Any effort on part of a Bidder to influence the Competent Authority or members or Technical/Monitoring committee, in the decision making of bid evaluation; bid comparison or award of contract may result in rejection of the Bidder's bid.
 36. The MPSEDC will not be responsible for any injury sustained to the personnel deployed by the Bidder during the performance of their duties and also for any damages or compensation due to any dispute between the Bidder and its staff.
 37. The scope of the work and/or tenure of the contract shall be valid for a period of three years which can be enhanced on mutual consent.
 38. **Any future Corrigendum/Information shall be posted only on our website**
www.mpeproc.gov.in/www.mpsedc.com/www.mapit.gov.in/www.dit.mp.gov.in
 39. Bidders should submit proof of PPF / ESPIC running bill on monthly basis.
 40. **OUR HELPLINE No. 18002588684**
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SCOPE OF THE WORK

Nature of work: Maintenance of Garden and Horticulture work at MPSEDC IT Parks GWALIOR 'Garden' means all the office campus areas enclosed by four side boundary wall and front outside Garden.

1. Maintenance

2.1 Regular Maintenance : The Maintenance work includes the maintenance of entire lawn, plants/trees/ shrubs/ground covering plants, in side & outside the Boundary wall etc. It includes maintenance of the existing as well as any other additions to the garden/lawn/plants etc. Apart from the day to day maintenance work includes the following:

- 2.1.1 Lawn of the entire office Campus approximately 32000 Sq.mtr.
- 2.1.2 All trees, shrubs, hedges, plants etc. of the entire inside & outside office.
- 2.1.3 Flower beds, potted plants be topped up with required good Soils /manures/ fertilizers / coco pits at regular intervals.
- 2.1.4 Keeping plants alive and healthy;
- 2.1.5 Watering plants, shrubs, saplings, trees daily (except on rainy days) preferably in the morning & evening.
- 2.1.6 Regular uprooting all kinds of weeds in complete office & surrounding area.
- 2.1.7 Removal of unwanted bushes from the campus;
- 2.1.8 Removing the dead leaves, cleaning the area including disposal of waste and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding soil and manure to the roots of the plants regularly.
- 2.1.9 Keeping the lawn area, garden and the surroundings in a clean and neat condition;
- 2.1.10 Replacing all the dead, diseased plants, vacant patches anywhere in the campus including the potted ones as when and where it occurs. Broken pots should be replaced with new ones by the Contractor.
- 2.1.11 Maintaining all inside pots, plants, hedges decently. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer gap for the next job.
- 2.1.12 Overgrowing trees from neighboring Area spreading on to office premises will have to be pruned periodically from above the boundary wall level vertically up.

- 2.1.13 Any gap on fences, hedges or elsewhere will have to be filled up within a week.
- 2.1.14 Performing all such other relevant maintenance services in side pots and outside garden in accordance with all Laws, MPSEDC's instructions including complying with all legal formalities required in engaging suitably qualified, experienced, competent gardeners as may reasonably be required for the performance of the services;
- 2.1.15 Providing daily a minimum of Two gardener and Two helper with 8 hours diligent work, out of which at least 1 should be a horticulture nursery assistant with necessary experience and training. They should be available daily for eight hours including Sundays and holidays while taking care of statutory provisions in this regard. The same workers cannot be deployed for other outside garden. Over and above the minimum number of work force required as stated above, the contractor may engage additional work force/ Expert as and when required to meet the job requirements mentioned in the terms and conditions of the Agreement for which no extra payment will be made to the contractor. However, in case number of work force deployed is less than what has been prescribed above, the proportionate deductions will be made from the regular payments.
- 2.1.16 The low lying areas / drains etc. of the garden is to be maintained well so that the drain water freely outside the compound without any stagnation/clogging.
- 2.1.17 The contractor shall take such steps that snakes/bandicoots etc. do not cause any menace in the garden, surroundings of State IT Centre premises.
- 2.1.18 Development of any new bed in the campus and surrounding area approximately 400 Sq.mtr. The allotment of this additional work is solely based on the requirement and is at the discretion of MPSEDC.

2.2 Other (seasonal) Maintenance :

- 2.2.1 Pruning, cutting and dressing bushes and plants : pruning should be done at regular intervals, strictly ensuring no damage to the beauty & aesthetics of the hedges & plants on all sides;
- 2.2.2 Mow and prune the grass everywhere whenever required or at least once in a month by keeping it aesthetically decent
- 2.2.3 Planting of at least 1000 winter & summer seasonal flower plants like marigold, dahlia, zinnia, shevanthi etc. in each of the three seasons in a year at the places as may be decided by MPSEDC Ltd..
- 2.2.4 Planting additional plants, Shrubs, Creepers, trees etc for every season as indented by competent authority of MPSEDC Ltd...
- 2.2.5 Add required earth pots with plants as indented by the competent authority of MPSEDC.
- 2.2.6 Remove the waste, dried leaves, mowed grass etc., regularly as directed without

affecting the live trees in any manner what so ever / without causing any damage / inconvenience to the Corporation or Public in the surroundings.

- 2.2.7 Apply Insecticides / Pesticides to control pests and cure the insect infections. Organic pesticides like Neem oil can be sprayed periodically.
- 2.2.8 Provide suitable and seasoned bio-manure / go bar / compost / fertile red soil to the plants as and when necessary or at least twice a year. Vermi-culture may be done in the garden to make the soil more fertile.
- 2.2.9 Erosion of soil on any part of the garden due to rain or for whatsoever reason will have to be filled up with good red soil and leveled.
- 2.2.10 The contractor shall thoroughly clean the dust and dirt, debris etc., and remove all the Tools etc and other materials used for the works away from the site and keep the site free from all the above.
- 2.2.11 All garden tools, water pump, etc. will be brought and maintained by the contractor at his own cost without charging any extra cost.

Signature of the Contractor

PENALTY CLAUSE

1. Contractor has to compensate MPSEDC, in case of any default or deficiency, lapses on their part in any manner in adhering to the terms and conditions as agreed to, equivalent to amounts chargeable for getting the job done from outsiders at piece meal rates plus the office overheads for the time and energy of various officials and staff as may be decided by the MPSEDC.
2. Penalty up to Rs.1000/- will be imposed for the following lapses:
 - Non-watering/ partial watering of plants on any day.
 - Unscrupulous cutting of trees/plants and allowing them die.
 - Non-replacement of dead plants.
 - Inadequate care of any plant leading to emaciation.
 - Garbage disposal without conforming to agreement stipulations as above
 - Not following the instructions of MPSEDC.
3. In case the services are not found satisfactory, the MPSEDC. shall be at a liberty to withhold any payment/s that may be due to the Contractor till such time, such services are rendered to the satisfaction of MPSEDC.
4. The Contractor shall keep the Corporation indemnified fully and without limit against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by the Corporation directly or indirectly arising on account of:
 - failure by the Contractor to perform any of the obligations under this contract, in accordance with the provisions of this contract.
 - any claim from any statutory authority or workers of the Contractor with respect to their terms of services, arising in relation to non-compliance by the Contractor with any matter set out here in.
 - any act of commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this contract by the Contractors / workers;
 - any offence mentioned in the Indian Penal Code 1860 including theft, robbery, extortion, misappropriation and the like (and its subsequent amendments including ones taking effect even after the effective date), or accident in relation to any assets or properties or documents or instruments of the Contractors which are, or are deemed to be, in custody of the Contractors;
 - any adverse claim/s of whatsoever nature made on the Corporation.
 - any act of the contractors' workers in any manner whatsoever.
5. In case of failure in executing any of the Scheduled items and also in case of defective, untimely, delayed execution, the MPSEDC is authorized to assess them in pecuniary terms and deduct such amount from the proceeds payable to the contractor as is deemed fit by MPSEDC.

TECHNICAL BID

**Tender for Maintenance of Garden & Horticulture Work
(To be filled up separately for GANGA MALANPUR GWALIOR)**

Location- I.T.PARKS GANGA MALANPUR GWALIOR

Name of the Individual/Firm/ Organization and Address (with telephone number/contact Mobile No.)

1. Date of Establishment / Incorporation
2. Details of Registration with Labour Department (Central/State) / GHMC
3. Name of the Proprietor / Partners together with qualifications
4. Past experience in the field (Enclose testimonials for the purpose)
- 6.. Maintenance of Garden & Horticulture Work (In the past 3 financial years)

Period of Contract		Name of the Firm/ Person/ Organization for whom Maintenance of Garden & horticulture work contacts were undertaken	Annual Turn Over	No. of persons employed
From	To			
6.1 Maintenance of Garden & Horticulture Work (At Present)- Continuing				
6.2 Mention with reasons the details of any Maintenance of Garden & Horticulture Work annulled/ Broken before the end of the Contractual period.				

(1. Submit proof & Certificates. 2. Use additional sheet, if required)

- 7 Annual turnover during the last 3yrs.

(Enclose copies of latest Financial statement preferably audited)

Turnover (Rs. In lacs)	As at 31.03.2016	As at 31.03.2017	As at 31.03.2018

8. a. PAN & TAN Nos. and copy of latest
Income Tax Assessment order :
- b. Service Tax Registration No. :
9. Proof of labour registrations,
and the registration numbers
thereof. :
10. Name and Address of Bankers, A/c
No.,
IFSC Code and type of facility
enjoyed. :
11. Name, Address, Tel./Mobile Nos. of
two referee institutions whom the
Gardening services were provided in
the
Past as mentioned in Column 4.1 &
4.2 : a)
- : b)

Seal:

Signature of Tenderer

Date:

Note: Documentary evidence wherever applicable should be enclosed.

FINANCIAL BID

**Maintenance of Garden and Horticulture work in
MPSEDC IT Parks GWALIOR**

(To be filled up separately for GWALIOR)

Location : GANGA MALANPUR GWALIOR

S.No.	Item Description	Unit	Quantity	Rate	Amount (in Rs.)	
1.	Maintenance charges including all day to day maintenance, Keeping plants alive , healthy , watering providing manure, fertilizers, good soil, applying insecticides controlling insects, Pruning, cutting, dressing removal and disposal of deadly leaves, garbage unwanted items maintaining lawn area garden, plants shrubs hedges, flower beds ground covering plants, trees etc and keeping the garden clean dressed with beautiful & aesthetic sense in MPSEDC IT Parks Bhopal / Indore / Jabalpur / Gwalior, including all labour & material cost and including all taxes, complete in all respects to the fullest satisfaction of MPSEDC.	Months	36			
2.	Supplying, Planting and maintaining proper growth of seasonal flowering & other plants.	Nos.	1000			
3.	Supply of Earth Pots with required plants:	Nos.	120			
	Pot Size					Plants and Species
	(i) 12 inches dia	Crotons minimum 2 ft. height or similar species.				
	(ii) 16 inches dia	Arica palms minimum 6 ft. height or similar Species.	Nos.	120		
	(iii) 20 inches dia	Ficus, Shamparior Palms minimum 6 ft. Height or similar species.	Nos.	120		
4.	Development of any new bed in the campus and surrounding areas (excluding civil works and fencing).	Per Sq.mtr	Approx. 400 sq. mtr			
	Total Amount in figures					

Total amount in words.

Note: The bidders are requested to quote rates for all the items in the Financial Bid failing which the bid may be liable for rejection.

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF
ARBORICULTURE/GREENERY MAINTENANCE WORK**

AGREEMENT

1. This agreement is made on _____ between _____ a Horticulture/Greenery Maintenance contractor providing the services to various establishments and Industrial units, having its registered office at _____ (hereinafter referred as "**Agency**") which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns of the first part and M.P. State Electronics Development Corporation Ltd., incorporated under the Companies Act 1956 and having its registered office at State IT Centre, 47-A, Arera Hills, Bhopal – 462011 (hereinafter referred as MPSEDC which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns of the second part.

1. _____, the Agency having sufficient experience in providing Annual Maintenance of Horticulture/Greenery Maintenance to Industrial Establishments, Offices, Units and Institutions and is desirous of extending its services to the MPSEDC and its various offices.

2. MPSEDC having their offices at Bhopal is desirous of availing services of the Agency for efficient maintenance of Arboriculture/Greenery in their establishment.

3. Both the parties have agreed to enter into an agreement to avail/provide maintenance of Arboriculture/Greenery Maintenance in the office of MPSEDC Ltd. w.e.f. _____ for a period of three years.

4. The Agency shall undertake comprehensive Annual Maintenance of Horticulture/Greenery Maintenance in the office of MPSEDC.

5. Agency shall be fully responsible for discipline and turnout of their personnel during their duty hours at specified time.

6. The rates quoted should be on FIRM & FIXED basis.

7. The Agency shall be responsible for compliance of all statutory obligations under Contract Labor (Regulations & Abolitions) Act, Minimum Wages Act, Service Tax Act, Payments of Wages Act or any other applicable law in force in India at the time of award of the contract or in future.
8. The Agency shall not at any time during the currency of this agreement sub-contract the job entrusted to them for performance to any other party.
9. The Agency shall affect Insurance at their own cost for their personal and properties belonging to them, MPSEDC shall not be responsible for any damage/loss of any nature whatsoever.
10. In the event of dispute arising out of this agreement, the Managing Director, MPSEDC, shall be the sole Arbitrator and his decision shall be final and binding on both the parties.
11. The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, MPSEDC may terminate the contract of the contractor without any notice in case the contractor commits a breach of any of the terms of the contract and Security Deposit will be forfeited. MPSEDC's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.
12. The MPSEDC shall in no way be responsible for any default with regard to any statutory obligation and the Contractor will indemnify MPSEDC in case of any damage or liability, which may arise on account of action of contractor.
13. Payment shall be made monthly basis (on expiry of the period) after issue of satisfactory report by CGM MPSEDC and T.D.S as applicable will be deducted.
14. The Agency shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever (Shall not be limited to property loss and damages, personal accidents, injury or death of persons or servants or agents of any contractor/sub- contractor(s) and the contractor shall at his own cost and initiative at all time, maintain all liabilities under Workman's Compensation Act, Fatal Accident Act, Personal Injuries, Insurance Act and/or Industrial Legislation from time to time in force).
20. The rates of AMC shall be inclusive of all taxes, duties octroi, works contract tax, cartage loading, sales tax, turnover tax and any other statutory taxes and service tax complete in all respects.

21. **PENALTY CLAUSE**

1. Contractor has to compensate MPSEDC, in case of any default or deficiency, Lapses on their part in any manner in adhering to the terms and conditions as agreed to, equivalent to amounts chargeable for getting the job done from outsiders at piece meal rates plus the office overheads for the time and energy of various officials and staff as may be decided by the MPSEDC.
 2. Penalty up to Rs.500/- will be imposed for the following lapses:
 - Non-watering/ partial watering of plants on any day.
 - Unscrupulous cutting of trees/plants and allowing them die.
 - Non-replacement of dead plants.
 - Inadequate care of any plant leading to emaciation.
 - Garbage disposal without conforming to agreement stipulations as above
 - Not following the instructions of MPSEDC.
 3. In case the services are not found satisfactory, the MPSEDC shall be at a liberty to withhold any payment/s that may be due to the Contractor till such time, such services are rendered to the satisfaction of MPSEDC.
 4. The Contractor shall keep the Corporation indemnified fully and without limit against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by the Corporation directly or indirectly arising on account of:
 - failure by the Contractor to perform any of the obligations under this contract, in accordance with the provisions of this contract.
 - any claim from any statutory authority or workers of the Contractor with respect to their terms of services, arising in relation to non-compliance by the Contractor with any matter set out here in.
 - any act of commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this contract by the Contractors / workers
 - ;
 - any offence mentioned in the Indian Penal Code 1860 including theft, robbery, extortion, misappropriation and the like (and its subsequent amendments including ones taking effect even after the effective date), or accident in relation to any assets or properties or documents or instruments of the Contractors which are, or are deemed to be, in custody of the Contractors;
 - any adverse claim/s of whatsoever nature made on the Corporation.
 - any act of the contractors' workers in any manner whatsoever
 5. In case of failure in executing any of the Scheduled items and also in case of defective, untimely, delayed execution, the MPSEDC is authorized to assess them in pecuniary terms and deduct such amount from the proceeds payable to the contractor as is deemed fit by MPSEDC.
22. Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the contractor.
23. MPSEDC shall in no way be responsible in any dispute of whatever kind, between the contractor and the staff engaged by him.

24. Any damage resulting to MPSEDC on account of the negligence or mal- operations, shall be made good by the contractor. Nothing extra will be paid for such work.
25. The contractor shall arrange to render efficient service as per the terms & conditions of the tender/agreement. However, in case the contractor fails to maintain the service to the satisfaction of MPSEDC and any expenditure incurred therein for alternative arrangements by MPSEDC shall be recovered from the contractor.
26. Water and power shall be made available free of cost for bonfire use.
27. The staff deployed by contractor shall be versed with the job requirement and shall not be changed without information to MPSEDC.
28. All bills concerning Garden maintenance payments shall be put up by the Agency to CGM MPSEDC for his verification and then only it shall be further processed and forwarded by P&A to Accounts Department for the payment of these bills.
29. The Contractor will work in close co-operation with P&A Dept. of MPSEDC for the repair & Maintenance services as per tender.
30. The Agency shall ensure that no inward/outward material movements takes place from MPSEDC premises without proper documents and, papers found completed in every respect and signed by authorized signatory of MPSEDC which shall be communicated to the Agency, from time to time.
31. The MPSEDC will not be responsible for any injury sustained to the personnel deployed by the Agency during the performance of their duties and also for any damages or compensation due to any dispute between the Agency and its staff.
32. The scope of the work and/or tenure of the contract shall be valid for a period of three years can be enhanced on mutual consent.
33. The Tender document and all correspondence if any, between MPSEDC and the Agency will be an integral part of the Agreement.

In witness there of the parties here into have affixed their signature on their behalf and through their authorized representative on this _____

For and on behalf of Agency

For and on behalf of MPSEDC

E-Tender Notice

Online Tenders are invited from eligible Bidders for Annual Maintenance of Garden & Horticulture Work at IT Park Gwalior. Interested reputed contractors/individuals having sound financial capacity and proven track record of at least 3 years in the field for Maintenance of Garden & Horticulture work. Bidders may obtain further information from the office of MPSEDC Ltd, Bhopal. Bidders may view/download the Tender Document from www.mpeproc.gov.in. First time users of this portal will be required to register online with Registration charges. The Tender schedule is as follows:

	Tender No.	IT/11/18 MPSEDC:CGM: IT Parks
A	Scope of Work	Maintenance of Garden & Horticulture Work at MPSEDC IT Parks GWALIOR
B	Cost of Tender Document.	Rs. 2500/- (Rupees Two thousand Five hundred only non-refundable) payable online
C	Processing fee.	1000/- (non-refundable) + service tax extra – payable online
D	Purchase start and end dates of Tender Documents	Purchase start date 10/08/18. from 10.30 a.m and end 30/08/18 up to 3.00 p.m.
E	Last date of submission of Bid	Date 30/08/18 up to 5.30PM
F	Date of opening of Technical Bid	Date 31/08/18 at 3.00 PM
G	Date of opening of Financial Bid	Shall be posted on website
H	EMD	Rs. 50,000/- (Rupees fifty thousand only) Payable online
I	Place of opening of Bids	MPSEDC Ltd., State IT Centre, 47-A, Arera Hills, Bhopal
J	Mode of submission Bids	ONLINE

Note:

1. Bids can be downloaded and purchased online from the website www.mpeproc.gov.in and can be viewed freely on website.
2. Any future corrigendum/ Information shall be posted only on our website www.mpeproc.gov.in/ www.mpsedc.com/ www.mapit.gov.in/ www.dit.mp.gov.in
3. Our Helpline No. 18002588684

Chief General Manager
M. P.State Electronics Development Corporation Ltd.
State IT Centre, 47 A , Arera Hills, Bhopal-462011, www.mpsedc.com