

No.29017/5/2011-GA
Government of India
Ministry of Environment & Forests

Paryavaran Bhawan,
CGO Complex, Lodhi Road
New Delhi-110003.

Dated: 10th February, 2012

Notice Inviting Tender

(Closing date:1500 hours of 29th February, 2012)

**Subject: Quotations for maintenance of green plants in the
Ministry of Environment & Forests Paryavaran Bhavan,
CGO Complex, Lodi Road, New Delhi.**

The Ministry of Environment and Forests invites sealed quotations for providing and maintenance of approximately one thousand two hundred fifty (1250) potted plants for decorating purposes in corridors/rooms of senior officers etc. and maintenance of not less than 1000 (one thousand) plants for beautification area near VIP gate for a period of one year (which may be extended for a further period of one year if service is found satisfactory) on the terms and conditions mentioned below. Interested parties may submit sealed bids consisting of details regarding (i) experience of last three years in the same field; (ii) present list of clients; (iii) annual turnover of Rs.10 lakh for last two years; (iv) Service Tax/VAT registration details; and (v) Financial bid in the prescribed proforma. The rates should be quoted on comprehensive basis including all taxes. The envelope should be superscribed "Tender for maintenance of green plants in MoEF". The bid shall be accompanied by a demand draft of Rs. 20,000/- (Rupees twenty thousand only) as earnest money drawn in favour of the Pay & Accounts Officer, Ministry of Environment and Forests. Tender not containing the above information and earnest money shall not be considered. The quotations should reach to the undersigned not later than **15.00 hours on the closing date.** Tenders received after the scheduled date and time of receipt shall not be opened or considered and no claim on this account whatsoever shall be entertained. The tenders will be opened on same day at 3.30 PM. The bidder or his representative may be present at the time of opening of bids. The Ministry reserves the right to accept the offer of any tenderer other than the lowest without assigning any reason and no claim in his account shall be entertained. If the successful tenderer fails to fulfill

the terms and conditions of the offer specified in the offer letter, the earnest money deposited by him shall be forfeited and other action as deemed fit shall be taken and no claim on this account shall be entertained. The earnest money of the unsuccessful tenderer shall be rounded after finalization of the tender process.

Terms and Conditions

- The period of contract will be for one year from the date of award of contract extendable by one more year subject to satisfactory performance.
- No advance payment will be made. Payment will be made every month after production of pre-receipted bills (in triplicate) along with the satisfactory performance certificates from the officers specified for this purpose by all necessary activities for the health and well being of the plants of the Ministry in this regard.
- The firm will maintain all the plants including everyday watering, cleaning, pruning, trenching, spraying of insecticides etc. by putting manure and filling of moss grass.
- The firm will supply healthy indoor/outdoor variety plants in earthen/cement pots which shall include seasonal/annual flower plants also.
- The plants will be rotated regularly and replaced as and when required coloring of earthen/cement pots by suitable paints/colours will be done on regular basis.
- Random check will be conducted to inspect the freshness, quality of the Green Plants. The decision of the Ministry in this regard will be binding on the contract holder.
- Adequate number of mali/labours will be provided by the contractor, not less than four in number, including one supervisor who shall be available between 8.00 a.m. and 3.00 p.m. on minimum 6 days a week. The Supervisor will report to the Care-taker at 9.30 a.m. and 3.00 p.m. on all working days.
- The Ministry will not pay any extra charge for transportation of plants, replacement or rejection. The rates quoted shall be inclusive of handling, transportation and manpower charges etc. and nothing extra shall be paid.
- Plants shall be supplied at Paryavaran Bhawan, CGO Complex, Lodhi Road, Office or at any other specified place to the entire satisfaction of the Ministry.
- The aforesaid Plants/material shall be strictly as per specifications and contractor shall be responsible for freshness of material supplied.
- The Ministry reserves the right to award the contract to more than one contractor or split the quantities of plants or to increase/decrease number of plants for which the contract rate will be adjusted proportionality.

- If the supplier fails to supply the quantity stipulated, the Department shall be free to make necessary purchase from the market at the supplier's risk and cost which shall be recoverable from his running bills.
 - In case of any deficiency in service i.e. number of potted plants is less than 1250 (one thousand two hundred fifty) in the Ministry and 1000 (One Thousand) for the maintenance of beautification area near VIP gate or maintenance of the plants is unsatisfactory an amount equal of 10% will be deducted from monthly bill for two months and thereafter the agreement will be cancelled, if the deficiencies in service are not rectified.
 - Cost of the tender will be Rs.18 lakh (approx).
2. The successful tenderer will be required to furnish "Security Deposit" of Rs. 1,00,000/- (Rupees one lakh only) immediately on acceptance of the contract. The security deposit shall be in the form of Demand Draft of any National Bank drawn in favor of Pay and Accounts Officer, Ministry of Environment & Forests, New Delhi.
3. The security deposit will be refunded only after satisfactory completion of the contract. The contract will be cancelled/terminated without assigning any reasons thereof before the date of the expiry of the contract, in case during the period of contract, the services of the contractor are found to be unsatisfactory in any respect or in the event of breach of terms and conditions of the contract.
4. In case of any dispute arising between the contract holder and the Ministry or any constituent being party to the contract the sole authority for settlement of such disputes, will rest with the Arbitrator, appointed by the Secretary to the Government of India, Ministry of Environment & Forests.
5. The undersigned reserves the right to reject any quotation(s) in full or in part without assigning any reasons thereof.
6. **The successful bidder shall enter into a PRE CONTRACT INTEGRITY PACT with the competent authority of Ministry of Environment and Forests on being informed about intention of the Ministry to award the contract. Format of the PRE CONTRACT INTEGRITY PACT is placed at Annexure-II.**

Yours faithfully,

(S. MAHAPATRA)
Under Secretary to the Govt. of India
Tele:24363021

Ministry of Environment and Forests

Name of the Company

Address

Contact Tel. No.

**FINANCIAL BID
FOR MAINTENANCE OF GREEN PLANTS**

S.No.	Name of the work	Rate
1.	Monthly rate per potted plant. for Money Plant, Cycus, Arica Palm big size, Arancaria, Anthurium with moss etc.	Rs.
2.	Lumpsum monthly rate for maintenance of at least 1000 plants at the beautification area near VIP gate	Rs.

Note: Rates quoted are inclusive of all taxes and levies.

Date:

Place:

Signature.....

Company Name.....

Company Seal.....

ANNEXURE -II

PRE CONTRACT INTERGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on _____ day of the month of _____ 2012, between, on one hand, the President of India acting through Shri _____, Designation on the offer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part of M/s. _____ represented by Shri _____. Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during the subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said store/equipment at a competitive price conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or

immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or

any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 The BIDDER, either while presenting the bid or during pre-contact negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the

tender process or the contract, if already awarded, can be terminated for such reasons.

5. **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, within the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of _____

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reasons or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract

is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable letter of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this PACT.

7 **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at an stage that similar product/systems or sub systems was supplied by the BIDDER at any other Ministry/Department of the Government of India or a PSU at a lower price, that that very price, with due allowance for elapsed time, will be applicable to the present case and difference in the cost would be refunded by the BIDDER to the BUYER., if the contract has already been concluded.

8 **Independent Monitors**

8.1 The BUYER has appointed independent Monitors (hereinafter referred to a Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given)

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

8.5 As soon as the Monitor notices, or has r3eason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meeting among the parties related to the Project provided such meetings could have an impact o the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should be occasion arise, submit proposals for correcting problematic situations.

9 **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10 **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is seat of the BUYER.

11 **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12 **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this Integrity Pact at _____on_____

BUYER
Name of the Officer
OFICER
Designation
Deptt./Ministry/PSU

BIDDER
CHIEF EXECUTIVE

Witness
1. _____
2. _____

Witness
1. _____
2. _____

*Provision of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of the Indian agents of foreign suppliers.