

F.No.10/78/2016 - NCLT
National Company Law Tribunal

Block No.3, CGO Complex,
Lodhi Road, New Delhi

Dated: 17.07.2016

TENDER NOTICE

Subject: Rate contract for supply of fresh and cut flowers in flowers vases in the National Company Law Tribunal.

National Company Law Tribunal, New Delhi invites 06 (Six only) fresh and cut flower arrangements consisting of 12/20 twigs each bid through National Company Law Tribunal (NCLT) website, e-publish system under CPPP (Central Public Procurement Portal) and reputed firms for supply of cute flowers in flower vases in the National Company Law Tribunal, Block No.3, CGO Complex, Lodhi Road, New Delhi. The rate contract shall be valid for a period of two year with a possibility of extension for the third year.

2. The tender document along with instructions and terms and conditions can be downloaded from the website www.nclt.gov.in or can be collected from the Under Secretary (Admn.) Room No.614, 6th Floor, National Company Law Tribunal, CGO Complex, Lodhi Road, New Delhi-110003.

3. The quotation in the prescribed Performa (enclosed) addressed to the undersigned by name in double sealed cover duly marked "QUOTATION FOR PROVIDING FRESH AND CUT FLOWER ARRANGEMENTS" should reach the Under Secretary, NCLT at the above mentioned address.

- i) Last Date & Time of submission of quotations on 10th August, 2016 upto 1100 Hrs.
- ii) Date & Time of Opening of Quotations on 10th August, 2016 at 1200 Noon in the presence of Committee Members and representative of the interested firms in Committee Room at Ground Floor Block No.3, CGO Complex, Lodhi Road, New Delhi.

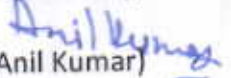
4. The Quotation should accompany with an Earnest Money Deposit (EMD) of Rs.5,000/- (Rupees five thousand only) in the form of Bank draft in the favour of Pay and Account Officer, Ministry of Corporate Affairs, Delhi. The contract will be awarded for a period of two year from the date of issue of the contract with a possibility of extension for the third year depending on the satisfactory performance and mutual consent. However, in the event of services rendered being found unsatisfactory, the contract can be terminated at any time without assigning any reason thereof. The decision of the National Company Law Tribunal in this regard will be final. The demand draft of Rs.5,000/- as an earnest money is mandatory, which will be kept as security deposit of the firm to whom the contract will be awarded. The demand drafts of the other firms will be returned. No interest would be paid on the EMD.

5. Terms and Conditions

1. The contract will be awarded for a period of two year from the date of issue of the contract with the possibility of extension for the third year subject to satisfactory performance and mutual consent.
2. Payment will be made every month after production of pre-receipted bills along with the satisfactory certificates from the concerned officers or satisfaction of the whole department in this regard.
3. The florist will look after the maintenance of the flower arrangements daily/alternatively as the case may be on all working days on regular basis. The fresh cut flowers replaced daily or thrice in a week (alternate working days) in the rooms as per the list given by the Ministry.
4. The flower arrangements will include seasonal flowers as desired by the National Company Law tribunal from the varieties of flowers like Gladiola, Tulip, Red Rose, Orchid Vase Laurel Leaf, Lily and Gerbera, Anthurium Cube, Rose and carnation Orchid Cock's comb (Celosia) Salvia etc. The cut flower will be of good quality and replacement will be made before 9.00 AM on each working day.
5. A random check will be conducted to inspect the freshness, quality and quantity or otherwise of the flower arrangement. The decision of the NCLT in this regard will be binding on the contract holder.
6. In case of any deficiency in service or unsatisfactory, arrangement of flowers, a penalty of 5% of the bill for each occasion will be imposed on you. The decision of the Tribunal in this regard shall be final and binding.
7. In case of any dispute arising between the contract holder and the Tribunal or any consignment being party to the contract the sole authority for settlement of such a disputes, will rest with the arbitrator, appointed by the President, National Company Law Tribunal.
8. The firm may be asked over phone for supplying flower bouquet within 2 hours, if the firm fails to supply in stipulated time, the same shall be made from open market at risk and cost of contracted firm and the cost of such purchase shall be recovered from the contracted supplier. Additionally, if the competent authority in the Tribunal decided so, general damages, the value of which would depend upon the gravity of lapse on the part of the supplier and the damages suffered by the Tribunal, shall also be imposed on the contracted supplier.

9. Tax shall be deducted at source as per the Income Tax Act from the monthly bills as per rules.
10. The firm shall have all statutory licence/registration which are essential/mandatory of supplying/providing the required services in Delhi.
11. Any damages, loss or theft will have to be borne by the firm.
12. Enclosed **Annexure -I** Pre-requisite Documents, **Annexure-II** Rates of flower arrangement and **Annexure-III** Undertaking to be submitted by each bidder.

Yours faithfully,


(Anil Kumar)

Under Secretary to the Govt. of India
Tel:24363667

Copy to:

1. Programmer, NCLT is requested to post this tender notice on the website of the National Company Law Tribunal.
2. Notice Board/Facilitation Counter.

NATIONAL COMPANY LAW TRIBUNAL
Pre-requisite Documents

M/s. _____

S.No.	Particulars of requirement	Remarks (Page No.)
1.	EMD of Rs.5,000/- payable to the Pay and Account Officer, Ministry of Corporate Affairs, Delhi in the form of BC/DD/	
2.	PAN Number	
3.	The Firm/Company should be financially sound and have at least three years consistent working experience of the same at least 3 Government/Department during the last three financial year i.e. 2014-15, 2013-14 & 2012-13). A copy of work order/contract signed by applicant with Government Department/Banks/PSU for last three years should be attached.	
4.	Duly notarized affidavit for :- i) No legal suit/criminal/tax evasion fraud case pending before any Court. ii) No dispute pending with any of the organization/Government department/Banks/PSUs with respect to supply of flower before any court pending against its partners/proprietor and iii) The firm is not black listed.	
5.	Undertaking on the letter head of the company that they have understood the Tender Notice and will abide by the Tribunal's decision on rejection and acceptance of their bid(As per Annexure-III).	

(Name of the signatory)
Status: Proprietor/Partner/Office Bearer.
Stamp of the Firm/Company

NATIONAL COMPANY LAW TRIBUNAL
Rates

M/s. _____

PART-I

Sl.No.	Name of Items	Specification	Quantity	Rate (Per Unit)
1.	Provision of cut flower arrangement (Minimum 20 no of stick per put/vase) good size on daily basis	As per Para 5(4) of the tender notice	6 vase/arrangement (Approx.)	Rs...../- (Per day)
2.	Provision of cut flower arrangement (Minimum 12 no of stick per put/vase) good size on thrice in a week(alternate working days)	As per Para 5(4) of the tender notice		Rs...../- (Per day)

PART-II

Sl.No.	Name of Items	Specification	Quantity	Rate (Per Unit)
1.	Provision of Bouquet Type-I	15 twigs (Rose with compatible flower/hurbes)	Need basis	
2.	Provision of Bouquet Type-II	15 twigs (Rose with compatible flower/hurbes)	Need basis	
3.	Provision of Bouquet Type-iii	15 twigs (lily with compatible flower/hurbes)	Need basis	
4.	Provision of Bouquet Type IV	20 twigs (lily with compatible flower/hurbes)	Need basis	
5.	Fengshui Bamboo with vase	Small (2 layer)	Need basis	
6.	Fengshui Bamboo with vase	Small (3 layer)	Need basis	
7.	Fengshui Bamboo(twisted)	Big Zize (24 inch approx.)	Need basis	
8.	Vase for Fengshui Bamboo(twisted)	For big zie	Need basis	

Note: i) There should be no hand written figures or words in the bids submitted in above format except the signature. All bids should be typed.

(Name of the signatory)
Status: Proprietor/partner/Office bearer.
Stamp of the Firm/Company

ANNEXURE-III

UNDERTAKING & PAPERS REQUIRED TO BE FURNISHED BY THE BIDDER

I.....((the proprietor/partner/officer bearer name) of the firm M/s..... has clearly understood the terms and conditions mentioned in the tender document for Quotation for Rate contract for supply of cut flowers in flower vases in the National Company Law Tribunal and its agreed to abide by the conditions imposed by the National Company Law Tribunal. I have submitted the Technical Bid (Annexure-I) and Financial Bid (Annexure-II) papers online through e-procurement system of Central Public Procurement Portal.

2. The EMD (Earned Money Deposit) of Rs.5,000/- (Rupees five thousand only) (In original) payable to Pay & Account Officer, Ministry of Corporate Affairs, Delhi vide No.....dt.....of..... Bank is enclosed herewith.

3. I will also abide by the decision of the National Company Law Tribunal regarding the acceptance/non-acceptance of any quotation.

4. All papers including the documents in Technical and Financial Bid has been duly signed and stamped by the firm.

(Name of the signatory)
Status: Proprietor/partner/Office bearer.
Stamp of the Firm/Company