

TENDER NO. G-14011/04/10/UIDAI/(Flower)

File No: G-14011/04/10/UIDAI(Admin)
Government of India
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

2nd Floor, Tower1, Jeevan Bharti Building,
Connaught Circus, New Delhi 110001

Dated : 11th April'2017

OFFICE ORDER

Subject : NIT for supply and keeping of indoor potted plants and mixed cut flowers in UIDAI HQ.

With reference to this office tender notice No.G-14011/04/10(UIDAI)/(Flower) dated 11/04/2017 for supply and keeping of indoor potted plants and mixed cut flowers in UIDAI, HQ., tender documents uploaded on the official website of UIDAI (www.uidai.gov.in) & Central Public Procurement Portal (CPPP) on 11/04/2017, it is hereby informed that following table provides information regarding the important dates of the Bid process:

Published Date	11/04/2017	1600 hrs
Pre-Bid Meeting	17/04/2017	1500 hrs
Submission of Clarification, if any	21/04/2017	1600 hrs
Clarification / corrigendum to be uploaded on the CPPP Portal (if required)	24/04/2017	1730 hrs
Bid Submission Start Date	25/04/2017	1100 hrs
Bid Submission End Date	02/05/2017	1000 hrs
Techno-commercial Bid Opening Date	03/05/2017	1500hrs



(RATNESH BHARATI)
DY. DIRECTOR (ADMN.)

**E-Procurement for providing of
Green plants and fresh cut flowers
at UIDAI HQ, New Delhi**

11th April, 2017

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA,
Ministry of Electronics & Information Technology (MeitY)
GOVERNMENT OF INDIA,
NEW DELHI**

CHECK LIST

As a part of online submission of the bid please check whether following have been enclosed in the Packet (**Techno-Commercial Bid**):

1. Check List of documents/supporting documents to be enclosed in the Bid(Packet)-

S. No.	Description	Whether Enclosed (Y/N)
(i)	Signed and scanned copy of Bid Document Fee of the prescribed amount.	
(ii)	Signed and scanned copy of Bid Security of the prescribed amount.	
(iii)	All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization to be enclosed.	
(iv)	The Bidder should have average annual turnover of Rs. 2,50,000/- (Rupees Two lakh and fifty thousand only) in each of the financial year during last three years i.e. 2013-14, 2014-15 & 2015-16 . Self-attested copies of respective ITRs.	
(v)	The bidder should have a valid license deed/registered lease deed/or ownership title of the shop in case of Horticulture / Florist. OR Khasra number/ Girdawari number and related documents issued by competent authority in case of flower growers in NCR Delhi. Supporting self-attested proof thereof to be attached.	
(vi)	Bank Account details of the firm- Attach self attested copy	
(vii)	The details of the PAN/VAT/Service Tax- Attach Self attested copy (whichever is applicable)	
(viii)	Experience Details of last three Financial years 2013-14, 2014-15 & 2015-16 with at least two satisfactory performance reports during the period. (Attach self-attested copies of evidences).	
(ix)	Details of firm (whether Proprietor / Partnership) address, telephone, e-mail ID etc (Attach self-attested copy of evidence).	

2. Check List of Annexure / Appendix to be enclosed in the Techno-commercial bid (Packet) (Part-1)

S. No.	Description	Whether Enclosed (Y/N)
(i)	Signed and scanned copy of PARTICULARS OF REQUIREMENT (4.1.1)	
(ii)	Signed and scanned copy of TECHNICAL BID Particular (4.1.2)	
(iii)	Signed and scanned copy of Technical Bid Letter (4.1.3)	
(iv)	Un-priced Commercial Bid (please refer to Clause 18.2(a) Section II) (4.2.1 in separate file BOQ in xls format)	

3. Check List of Annexure / Appendix to be enclosed in the Techno-commercial bid (Part-II)

S. No.	Description	Whether Enclosed (Y/N)
(i)	Commercial Bid / BoQ in .xls format. (4.2.1)	

4. Check-lists (as in point 1, 2 & 3 above) should be duly filled with Y/N, signed and scanned and should be made part of the Packet, so that it is clear that all the expected documents are enclosed.

SECTION I – Invitation to Bid

This invitation to online bid is for “Selection of suitable Firm / Vendor for providing green plants and fresh cut flowers arrangements in UIDAI HQ., New Delhi. The bidder should have a valid license deed/registered lease deed/or ownership title of the shop in case of Horticulture / Florist. OR Khasra number/ Girdawari number and related documents issued by competent authority in case of flower growers in Delhi/NCR. Supporting proof thereof to be attached.

1. Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in **Clause 1 of Section II** should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 9**. Tenderer / Bidder are advised to follow the instructions provided in the ‘Instructions to the Bidder / Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>’. Bid documents may be scanned with **100 dpi with black and white option** which helps in reducing size of the scanned document.

Manual bids shall not be accepted.

2. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
3. Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.
4. Intending bidders are advised to visit again UIDAI website www.uidai.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

5. The Hard Copy of original instruments in respect of cost of tender document and earnest money must be delivered to the address as mentioned in the Clause 9 of the Section I on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.
6. Bids will be opened as per date/time as mentioned in the Clause 9. After online opening of Techno-commercial Bid the results of their qualification as well Price-Bid will be intimated.
7. All Bids must be accompanied by an **EMD (Earnest Money Deposit) / Bid Security of amount of Rs. 10000/- (Rupees Ten Thousand only)**, in the form of Demand Draft in favour of “UIDAI” drawn on any Nationalized Bank/ Scheduled Commercial Bank and payable at New Delhi, except those bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY).
8. The Bid Document is not transferable.

9. **Schedule for Invitation to Bid**

- a) Name of the Purchaser:

**The CEO,
Unique Identification Authority of India,
Ministry of Electronics & Information Technology, Govt. of India (GoI),
2nd Floor, Tower-I, Jeevan Bharti Building ,
Connaught Circus, New Delhi-110001**

- b) Addressee and Address:

**The Deputy Director (Admn.)
Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology, Govt. of India (GoI),
2nd Floor, Tower-I, Jeevan Bharti Building ,
Connaught Circus, New Delhi-110001**

- c) Name of the Contact Person for any clarification :

**Ms. Rashmi,
Section Officer (Admin-I),
Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology, Govt. of India (GoI),
2nd Floor, Tower-I, Jeevan Bharti Building ,
Connaught Circus, New Delhi-110001**

Queries should be submitted via E-mail and followed by paper copy by post

E-mail – rashmi@uidai.net.in

d) Important Dates :

The following table provides information regarding the important dates of the Bid process for this Bid:

CRITICAL DATE SHEET

Published Date	11.04.2017	at 1600 hrs
Pre-Bid Meeting	17.04.2017	at 1500 hrs
Submission of Clarification, if any	21.04.2017	on or before 1600 hrs
Clarification / corrigendum to be uploaded on the CPPP Portal	24.04.2017	at 1730 hrs
Bid Submission Start Date	25.04.2017	at 1100 hrs
Bid Submission End Date	02.05.2017	at 1000 hrs
Techno-commercial Bid Opening Date	03.05.2017	at 1500hrs

10. The Bidder is required to pay **Rs. 100/-** (Rupees One Hundred Only) towards Bid Document Fee, at the time of submission of Bids, in the form of a Bank Demand Draft **failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected.** The Bank Demand Draft should be drawn on a Nationalized Bank/ Scheduled Commercial Bank in favor of “UIDAI” and payable at **New Delhi. The Bid Document Fee is non-refundable.** Bid Document Fee is not required from those bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY). The requisite fee must reach UIDAI at the address given at 9(c) before the last date of Bid submission.

Note : The Purchaser shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

11. Procedure for Submission of Online Bids on CPP Portal

The bidders are required to submit/upload soft copies of their bids electronically (in PDF format) on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

i. Registration

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by one bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

ii. Searching for tender documents

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

iii. Preparation of bids

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

iv. Submission of bids

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details uploaded in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

v. Assistance to bidders

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

SECTION II- Instruction to Bidders

1 Online Bids Submission Process

- 1.1 The tender shall be submitted online (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> in one **Packet i.e. Techno-Commercial bid** and bidder must follow the procedure as detailed in the Clause 11 of Section I.
- 1.2 The bid shall be submitted online, the Signed and Scanned copy of all the required documents in-
- A.) **Packet** - having 2 parts, viz.,
- Part I – Tender Fee + EMD + Checklist with Y/N as mentioned in CHECK LIST section + Documents as per check list (All the required supporting as well as Annexure as mentioned in CHECK LIST section
 - Part II -) Financial Bid Submission / BoQ in .xls format.
- 1.3 All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below should be in **.PDF format except for the BoQ which should be .xls format.**
- 1.4 The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- 1.5 Original Instruments for EMD and Tender Fee **must be submitted on or before the last date of submission of Bid to the address, date and time as mentioned in the Clause 9 (c) and (d) of Section I.**

2 Bid Prices

- 2.1 The Financial Proposal/Commercial bid format as mentioned in **Annexe 4.2.1 of Section IV** is provided as BoQ flower.xls alongwith this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_flower.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, bid will be rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.
- 2.2 In the absence of the above information, as requested in Clause 2.1, a bid may be considered incomplete and summarily rejected.
- 2.3 The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the detailed study of the facilities in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

3 Firm Prices

- 3.1 Prices quoted must be firm and final. There would be no increase in rates payable to the Agency during the Contract period. The Bidder shall, therefore, indicate the prices in **Annexe 4.2.1 (BoQ.xls) of Section IV** enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 3.2 The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should **include all taxes, duties, fees, levies, works contract tax and other charges** as may be applicable in relation to the activities proposed to be carried out.

4 Discount

- 4.1 The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the UIDAI shall avail such discount at the time of award of contract.

5 Bid Security

- 5.1 The Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Clause 7 of Section I.
- 5.2 The bid security is required to protect the UIDAI against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 5.7.
- 5.3 The bid security shall be denominated in Indian Rupees, and shall be in the form of Demand Draft **in favour of "UIDAI"** drawn on any Nationalized Bank/ Scheduled Commercial Bank and payable at New Delhi and shall be **valid for 60 days beyond the validity of the Bid**.
- 5.4 Bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY) are exempted from furnishing of bid security. Any bid not secured in accordance with Clauses 5.1 and 5.3 will be rejected by the UIDAI as non-responsive.
- 5.5 Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after award of contract to the selected bidder.
- 5.6 The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by UIDAI, HQ.
- 5.7 The bid security may be forfeited:
- a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid;
or

- b) In the case of a successful Bidder, if the Bidder fails;
- (i) to sign the Contract in accordance with Clause 16;
 - (ii) to furnish performance security in accordance with Clause 17.
 - (iii) To undertake the work or fails to comply with any of the terms and conditions of the contract

6 Period of Validity of Bids

- 6.1 Bids shall remain valid for 90 days after the last date of submission of bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.
- 6.2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 5 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

7 Format and Signing of Bid

- 7.1 Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.
- 7.2 **Un-signed, un-stamped and without certificate for authorized person from bidder, bid shall not be accepted.**
- 7.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
- 7.4 All pages of the bid being submitted **must be legible, signed and sequentially numbered** by the bidder irrespective of the nature of content of the documents before uploading. Ambiguous bids will be out rightly rejected.

8 Terms and Conditions of Bidders

- 8.1 Printed terms and conditions (General Conditions) of the Bidders will not be considered as forming part of their Bids.

9 Address for Correspondence

- 9.1 The Bidder shall designate the official mailing address, place, and email to which all correspondence shall be sent by the UIDAI.

10 Opening of Bids by UIDAI

- 10.1 Online bids (complete in all respect) received along with Demand Draft towards Tender Document Fee and EMD (Physically) will be opened as mentioned in the Clause 9 of Section I. Bid received without EMD will be rejected straight way. EMD and Tender Fee original instrument must be submitted to the address as mentioned in the Clause 9 (c) of Section I on or before the last date of submission of Bids as per Clause 9 (d) of Section I.

- 10.2 A duly constituted committee will evaluate Eligibility Criteria of bidders.
- 10.3 Bids of only eligible and technically qualified bidders will be taken up for further evaluation.
- 10.4 The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

11 Criteria for Evaluation of Bids

- 11.1 To meet the UIDAI's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience for the job work at the aforementioned location (NCT of Delhi) sought by the UIDAI, average annual turnover as per bid clause-20. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.
- 11.2 Evaluation of the bid will be online and offline both, and comments of the offline committee will be uploaded as per the online process.
- 11.3 The lowest quoted price (L1) among the technically qualified bids, on acceptance of UIDAI, will be awarded the work.

12 UIDAI's Right to Vary Scope of Contract at the time of Award

- 12.1 The UIDAI may at any time, by a written order given to the Bidder pursuant to **Clauses of Section III** – General Conditions of Contract, make changes within the general scope of the Contract.

13 UIDAI's Right to Accept Any Bid and to Reject Any or All Bids

- 13.1 The UIDAI reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the UIDAI's action.

14 Clarification

- 14.1 When deemed necessary, the UIDAI may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

15 Notification of Award

- 15.1 Prior to the expiration of the period of bid validity, the UIDAI will notify the successful Bidder in writing by registered letter or by fax or email, to be confirmed in writing by registered letter, that its bid has been accepted.
- 15.2 The notification of award will constitute the formation of the Contract.

- 15.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 17, the UIDAI will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 5.

16 Signing of Contract

- 16.1 At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted, the UIDAI will send the Bidder the Contract Form (**Appendix A of Section V** provided in the Bid Document, incorporating all agreements between the parties).
- 16.2 Within **15 days** of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.

17 Performance Security

- 17.1 The successful Bidder shall be required to furnish "Performance Security" of **10% of the annual value of the contract** in form of an Account Payee Demand Draft, Fixed Deposit, Banker's Cheque or a Bank Guarantee in the defined form, from any of the scheduled commercial Banks, drawn in favour of UIDAI, New Delhi. The Performance Security deposit will be refunded without interest only after 60 days of satisfactory completion of the contract.
- 17.2 Failure of the successful Bidder to comply with the requirement of Clause 17 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.

18 Rejection Criteria

18.1 Technical Rejection Criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

- The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, and General Terms and Conditions of Contract unless otherwise stated in the deviation statement. Evaluation will be carried out on the information available in the bid.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process.
- Any conditional bid or bid with any deviation will not be accepted.

18.2 Commercial Rejection Criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

- a. Bid should be submitted in Techno-commercial bid systems in one packet containing two parts. The Pre-Qualification Bid and Technical Bid shall **contain no prices or commercial bid details**. However a blank copy of the commercial bid (**i.e Annexure 4.2.1**) should be enclosed with the

Technical Bid with the price column of the **price bid format blanked out**. A tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Commercial bid. **Offers with Technical Bid containing prices shall be rejected outright.**

- b. Offers of following kinds will be rejected:
- i. Offers made without Bid Security/Bank Guarantee along with the offer.
 - ii. Offers made through Email.
 - iii. Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.
 - iv. Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
 - v. Offers which do not conform to UIDAI's price bid format.
 - vi. Any other criteria which UIDAI seems fit to reject.
 - vii. Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
 - viii. Ambiguous and Duplicated bids will be out rightly rejected.
 - ix. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected.
 - x. Bid received **without EMD and Tender Fee will be rejected** straight way and also EMD not meeting above deadlines will not be accepted and their uploaded bid will be rejected.
- c. Any conditional bid will not be accepted.

19 Cost of Bid Document

- 19.1 The Bidder is required to pay **Rs. 100/- (Rupees One Hundred Only)** towards Bid Document Fee, at the time of submission of Bids, in the form of a Bank Demand Draft **failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected.** The Bank Demand Draft should be drawn on Nationalized Bank/ Scheduled Commercial Bank in favour of "UIDAI" and payable at New Delhi. **The Bid Document Fee is non-refundable.** Bid Document Fee is not required from those bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY).
- 19.2 The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the UIDAI. The UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

20. Conditions for Pre-Qualification of Bidders

The bid must contain the following information/documents (including 4.1.2):

- (i) Tender Fee of Rs. 100/- and EMD of Rs 10,000/- in the form of Bank Draft from any of the Nationalised Bank in favour of UIDAI, New Delhi.
- (ii) Copy of valid license deed/registered lease deed/or ownership title of the shop in case of Horticulture/florist. OR Khasra number/Girdawari number and related documents issued by competent authority in case of flower growers.
- (iii) Copies of PAN no., Service tax registration no.
- (iv) Copies of similar experience in Central/State Governments, PSU etc. Experience certificates for last three years (2013-14, 2014-15, 2015-16).
- (v) Copies indicating average annual turnover of at least Rs. 2.5 lakh in each of the last three financial years (2013-14, 2014-15, 2015-16).

SECTION III

1. The contract shall be governed as per the following terms & conditions:

- (i) The contract will be valid for a period of one year with effect from date of award of the contract. However, the contract may be extended further for two years on year to year basis on mutual consent at the same rates, terms and conditions as in the present contract subject to satisfactory performance. The grant of extension of contract will be at the sole discretion of the competent authority of UIDAI, Headquarter.
- (ii) The vendor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Bidder/Vendor. If it is found that the vendor/bidder has given sub-contract, the contract shall stand cancelled and may be blacklisted with the forfeiture of Bank Guarantee.
- (iii) No modification in offer after the opening date shall be considered. No request for escalation in rate shall be entertained on account of any reasons during the period of the contract.
- (iv) Scope / requirement may be increased / decreased upto 25% and may be provided as per actual requirement of UIDAI Headquarter.
- (v) Any matter during the period of contract, which has not been specifically covered in the agreement, shall be decided by the UIDAI Headquarter whose decision shall be final and conclusive.
- (vi) In case of any dispute between the Vendor and UIDAI Headquarter arising out of or in relation to this Contract/Agreement, the dispute shall be referred to a sole Arbitrator to be appointed by UIDAI, Headquarter and the decision of such Arbitrator shall be conclusive and binding on both the parties.
- (vii) No advance payment will be made in any case. Payment will be made every month after production of pre-receipted bills (in triplicate).
- (viii) The Florist will look after the maintenance of the flower arrangements on every alternate day on regular basis.
- (ix) The firm will maintain all the plants on every alternate day for watering, cleaning, pruning, trenching, spraying of insecticides etc. by putting manure and filling moss grass. In addition, broken pots should also be replaced immediately. All the pots should have plates beneath them.
- (x) The plants/cut flower arrangement will be replaced as and when required.
- (xi) The flower arrangement will include seasonal flowers as desired by the UIDAI Headquarter. The cut flowers will be of good quality and replacement will be made before 9.00 AM on every alternate working day.
- (xii) A random check will be conducted to inspect the freshness, quality and quantity or otherwise of the flower arrangement/Green Plants. The decision of the UIDAI Headquarter in this regard shall be binding on the contractor.

- (xiii) If the flower arrangements are found inadequate in number or flowers are not supplied for any reasons or if the quality is not maintained during a particular month, **5 % (five percent) of the total bill** shall be deducted. The decision of the UIDAI Headquarter in this regard shall be final and binding.
- (xiv) Cut flowers/plants shall be supplied at 2nd & 9th Floors, Tower-1 and 3rd Floor, Tower-2, Jeevan Bharati Building, New Delhi-110001. The UIDAI Headquarter shall not pay any extra charges for transportation of plants or replacement or rejection. The rates quoted shall be inclusive of handling and transportation charges, duty, taxes, etc. and nothing extra shall be paid.
- (xv) If the supplier fails to supply the quantity stipulated the UIDAI Headquarter shall be free to make necessary purchase from the market at the suppliers risk & responsibility and cost shall be recoverable from his running bills. In addition to this, a penalty of Rs. 300/- per occasion shall also be applicable over and above the penalty specified in para (xii).
- (xvi) The contract may be terminated by giving one month's notice in writing by either party.
- (xvii) The UIDAI Headquarter may also terminate the contract at anytime without giving prior notice if the performance is found unsatisfactory. Decision of the UIDAI Headquarter in this regard shall be final & binding to the contractor.
- (xviii) If UIDAI Headquarter shifted to new Headquarter building at Bangla Sahib Road, New Delhi , the service provider has to make arrangements of the job work on the same rate, terms and conditions for the contractual period.

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SECTION IV - CONTENTS OF BIDS**Annexure 4.1.1****REQUIREMENT:**

Description	Qty. (approx.)	Frequency change
Provision of cut flower arrangement (Lily, Jarbara, Anthurium, Orchid Coronation, Bird of Paradise, Tata Rose English multipurpose, Dutch Rose, Leemonya etc.) Arrangements consisting of 10 twigs in each arrangement.	20	Alternate day(excluding Saturday, Sunday & Gazetted Holiday)
Supply and maintenance of green potted plants (Money plant, Cyrus, Aeric Palm Big size, Anthurium with mush) in earthen/plastic pots in corridors, rooms etc. at each floor.	300	Per month or earlier as needed

Signature of Bidder**Date****Place**

Annexure 4.1.2**Technical Bid**

I/we intend to submit the bid on the subject captioned above and hereby consent to agree/accept all terms and conditions stipulated in UIDAI NIT No: G-14011/04/10/UIDAI (flower), dated 11.04.2017. The information desired are as per following details:-

Sl.No.	Name of Items	Details/Description
1.	Name of the Firm (whether Proprietor / Partnership)	
2.	Firm's E-mail I D: Telephone Number:	
3.	Authorized Representative's Name : Telephone No:	
4.	Detail of Tender Fee : Detail of EMD : (Amount, Name of Bank Branch, DD dated and No.)	
5.	Whether the Firm is registered with florist or flower Growers? as per para(20(ii)) (attach documentary proof)	
6.	Experience Details of last three Financial years	2013-14- 2014-15- 2015-16-
7.	The details of the PAN/VAT/Service Tax	
8.	Bank A/C details of the firm.	Bank Name – A/c No.- IFSC Code-
9.	Copies indicating average annual turnover of at least Rs. 3.5 lakh in each of the last three financial years (2013-14, 2014-15 and 2015-16).	2013-14- 2014-15- 2015-16-

Bidder :

Signature -----

Name -----

Address -----

Date -----

Company Seal

Annexure 4.1.3**Techno-commercial Bid Letter**

To

**The Deputy Director
Unique Identification Authority of India (UIDAI)
2nd Floor, Tower-I, Jeevan Bharti Building ,
Connaught Circus, New Delhi-110001**

Ref : Bid No. _____

Sir,

I/We declare:

1. That we are equipped with supplying adequate cut flowers & potted plants to the Unique Identification Authority of India, HQ., New Delhi.
2. We enclose herewith the complete **Techno-commercial Bid** as required by you. This includes **Section IV** comprising of:

S. No.	Description
(i)	Particulars of Requirement (Annexe 4.1.1)
(ii)	Technical Bid Particulars (Annexe 4.1.2)
(iii)	Techno-commercial Bid Letter (Annexe 4.1.3)
(iv)	Commercial Bid (Annexe 4.2.1)

3. We agree to abide by our offer for a period of **90 days** from the date fixed for the opening of the bids and that we shall remain bound by a communication of acceptance within that time.
4. We have carefully read and understood the terms & conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
5. Certified that the bidder is :
 - a) The Owner / Authorized person signing the bids of the company &
 - b) The Firm/Agency has not been blacklisted by any Govt. / Department / Organization in past.
6. **Bid Security (Earnest Money)**, in original, for an amount equal to Rs. _____ (Rupees _____ only) will be sent in original to the mentioned address as per Clause 9 (c) of Section - I and the signed & scanned copy of the same will be made part of the Part-I of Packet of online bid.
7. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.

Dated this day of 2017

Signature of the bidder**Name :**

Full Address :

Telephone No :

Fax No :

E-mail :

Details of enclosures:

- 1.
- 2.
- 3.
- 4.
- .
- .
- .

Annexure 4.2.1 : **BoQ.xls**

Sl. No.	Item Description	Quantity	Units	RATE (inclusive of all taxes etc.) In Figures To be entered by the Bidder Rs. (per Pot/Plant)	TOTAL AMOUNT incl all Taxes & charges	TOTAL AMOUNT In Words
1	Provision of cut flower arrangement (Lily, Jarbara, Anthurium, Orchid Coronation, Bird of Paradise, Tata Rose English multipurpose, Dutch Rose, Leemonya etc.) Arrangements consisting of 10 twigs in each arrangement. <u>Alternate day (excluding Saturday, Sunday & Gazetted Holidays).</u>	20.00	Nos	0.00	0.00	INR Zero Only
2	Supply and maintenance of green potted plants (Moneyplant, Cyrus, Aeric Palm Big size, Anthurium with mush) in earthen/plastic pots in corridors, rooms etc. at each floor. <u>(Per month or earlier as needed)</u>	300.00	Nos	0.00	0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

SECTION V – APPENDICES**Appendix A****(To be made on Rs.100.00 Non-Judicial Stamp Paper)****DRAFT AGREEMENT FORMAT****AGREEMENT****(First Part)**

This Agreement is executed at New Delhi on the ____day of ____'2017 by and between the CEO, UIDAI, acting through the Deputy Director (Admin), Unique Identification Authority of India, having its Head Office at 2nd floor, Tower-I, Jeevan Bharti building, Connaught Circus, New Delhi-110001 (hereinafter called ' CLIENT' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the FIRST PART .

2. M/S _____ a sole proprietorship firm having its registered office at _____ New Delhi- represented by Proprietor _____ (hereinafter referred to as "THE AGENCY") which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include its successors in interest and assigns, of the other part.

WHEREAS:

- A. The UIDAI Headquarter had issued a NIT number G-14011/04/10/UIDAI(flower) dated 11.04.2017 and published in the official website of UIDAI Headquarter, CPP Portal for supply and keeping of indoor potted plants and mixed cut flowers in Unique Identification Authority of India, Jeevan Bharti Building, Connaught Circus, New Delhi-110001.
- B. THE AGENCY along with other firms, in response to the said NIT of the UIDAI Headquarter, submitted its on line bid and ;
- C. The UIDAI Headquarter opened a BIDS on 11.04.2017 in the presence of the representative of the firms participated in the tender and;
- D. Thereafter as per the approval of the competent authority, the rates of THE AGENCY were finalized for supply and keeping of indoor potted plants and mixed cut flowers as per the rates shows against each :-

Description	Qty. (approx.)	Frequency Of change	Rate per pot / plant in (Rs.)
Provision of cut flower arrangement (Lily, Jarbara, Anthurium, Orchid Coronation, Bird of Paradise, Tata Rose English multipurpose, Dutch Rose, Leemonya etc.) Arrangements consisting of 10 twigs in each arrangement.	20	Alternate day (excluding Saturday, Sunday & Gazetted Holidays).	
Supply and maintenance of green potted plants (Moneyplant, Cyrus, Aeric Palm Big size, Anthurium with mush) in earthen/plastic pots in corridors, rooms etc. at each floor.	300	Per month or earlier as needed	

E. The following documents shall be deemed to form and be read / construed as part of this Agreement, viz:

- Bid Information Sheet
- Bid information and Instructions to Bidders
- Bid Evaluation /Award of work
- Term & Conditions of Contract
- Formats for submission of Bid (Annexures)

F. The agency has deposited a security deposit of Rs _____ (Rupees _____ only) vide TDR number _____ dated xx/xx/2017 of _____ Bank New Delhi. The Agency shall not claim any interest on the same.

TERMS AND CONDITIONS

1. GENERAL

No variations to this Agreement shall be effective unless they are in writing and duly signed on behalf of each Party.

2. EFFECTIVE DATE

This agreement shall be effective from **xx/xx/2017** and shall initially be effective for a period of one year, extendable to further two years on year to year basis, subject to satisfactory performance of the Agency on the same rates and the same terms and conditions on mutual consent, depending upon the requirement and administrative convenience of UIDAI Headquarter.

3. SCOPE OF WORK

The florist will look after the maintenance of the flower arrangements on every alternate day on regular basis. The firm will maintain all the plants on every alternate day for watering, cleaning, pruning, trenching, spraying of insecticides etc. by putting manure and filling moss grass. The plants / cut flower arrangement will be replaced as and when required. The flower arrangement will include seasonal flowers as desired by the UIDAI HQ. The cut flowers will be of good quality and replacement will be made before 9.00 A.M on every alternate working day. No transportation charges will be paid.

4. PENALTY CLAUSE

If the flower arrangements are found inadequate in number or flowers are not supplied for any reasons or if the quality is not maintained during a particular month, 5% (five percent) of the total bill shall be deducted. The decision of the UIDAI HQ. in this regard shall be the final and binding. A penalty of Rs. 300/- per occasion shall be imposed if it is found, that supplier fails to supply the quantity stipulated and UIDAI HQ. shall be free to make necessary purchase from the market at the suppliers risk and responsibility and cost shall be recoverable from his running bills.

5. TERMINATION

The contract may be terminated by giving one month's notice in writing by either party. If the service rendered by the Agency is not found satisfactory or any lapse found in the service provided at any time during the period of contract, the contract is liable to be cancelled without any notice. The security deposit may be forfeited and the firm may be black listed.

6. DISPUTE RESOLUTION

Dispute, if any, arising in the matter shall be settled by an arbitrator to be nominated by the UIDAI Headquarter, New Delhi.

7. CONSIDERATION & TERMS OF PAYMENT

- 7.1 No request for escalation in rate shall be entertained on account of any reasons during the period of the contract. The UIDAI Headquarter reserves the right to seek clarification or verification of any information supplied by the Agency.

7.2 Payment shall be made by electronic transfer to the account of the supplier after completion of each month on submission of pre-receipt bill in triplicate on monthly basis.

7.3 TDS as applicable will be recovered from the bill.

7.4 UIDAI Headquarter shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties mentioned in preceding Paras.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 The contract shall be subject to Indian Laws and the jurisdiction of Delhi Court.

8.2 Any matter during the period of this agreement, which has not been specifically covered by this agreement, shall be decided by the UIDAI Headquarter whose decision shall be final and conclusive.

8.3 The quoted rates are inclusive of all taxes for a period of one year and is effective from xx/xx/2017 to xx/xx/2018.

IN WITNESS WHEREOF the Parties have set their respective hands the day and year first above Written.

Witness:

Signed by the duly authorized representative of the Vendor

Signature _____

Name _____

Title _____

Date _____

Witness:

Signed by the duly authorized representative of UIDAI Headquarter

Signature _____

Name _____

Title _____

Date _____

Accepted on behalf of
The AGENCY

Accepted on behalf
of the UIDAI Headquarter