

File No: D-11018/45/2018-ADMIN-I/UIDAI  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

2<sup>nd</sup> Floor, Tower I, Jeevan Bharti Building,  
Connaught Circus, New Delhi 110001  
Dated : 19<sup>th</sup> March, 2018

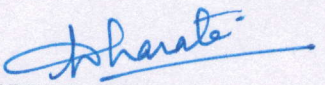
**NOTICE**

**Subject:-e-Procurement Mixed Cut Flowers & Indoor Potted Plants including  
Plantation & Gardening at UIDAI Headquarter, Bangla Sahib Road,  
Gole Market, New Delhi through CPP Portal.**

A bid is floated vide notice No. D-11018/45/2018-ADMIN-UIDAI dated 19/03/2018 for e-Procurement of Mixed Cut Flowers & Indoor Potted Plants including Plantation & Gardening through CPP Portal ([www.eprocurement.gov.in](http://www.eprocurement.gov.in)) for UIDAI HQ building. Accordingly, bid is uploaded on CPP Portal and the official website of UIDAI ([www.uidai.gov.in](http://www.uidai.gov.in)). The important dates of the Bid submission are as under:

Published Date & Time	19/03/2018 at 1800 hrs
Pre-Bid Meeting Date & Time (Venue: 2nd Floor, Tower-I, Jeevan Bharti Building, Connaught Circus, New Delhi-110001)	23/03/2018 at 1100 hrs
Submission of Clarification, if any	26/03/2018 at 1700 hrs
Clarification / corrigendum to be uploaded on the CPP Portal, if any	28/03/2018 at 1700 hrs
Bid Submission Start Date & Time	29/03/2018 at 1000 hrs
Bid Submission End Date & Time	06/04/2018 at 1800 hrs
Technical bid opening Date & Time	09/04/2018 at 1130 hrs
Financial bid opening Date & Time	will be intimated later

Note: For any query/clarification, send mail to [ratnesh.bharati@uidai.net.in](mailto:ratnesh.bharati@uidai.net.in)

  
(RATNESH BHARATI)  
DY.DIRECTOR (ADMN.)  
Ph.no.23466842



(Admin Division)

2<sup>nd</sup> Floor, Tower-1,  
Jeevan Bharati Building,  
Connaught Place,  
New Delhi

**Sub:** Supply of Mixed cut flowers & Indoor potted plants including Plantation & Gardening at UIDAI, Headquarter, Bangla Sahib Road, Gole Market, New Delhi.

### **SECTION I – Instruction to Bidders**

Unique Identification Authority of India (UIDAI) Headquarter invites tender for “**Supply of Mixed cut flowers & Indoor potted plants including Plantation & Gardening**” at UIDAI, Headquarter, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi-110001 through CPP Portal.

- 1.1 Bidder(s) are advised to study the Bid document carefully. Online bid Submission 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 the bid should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down in the Schedule for Invitation to Bid under Clause **1.12**. The Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidder for submission of 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.
- 1.2 Manual bids shall not be accepted.
- 1.3 One bidder or bidders having business relationship shall submit not more than one tender. Under no circumstance will father/mother and his/her son/daughter 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.

- 1.4 The Bidder/s who have downloaded the tender from the UIDAI website [www.uidai.gov.in](http://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 bidder(s) is liable to be banned from doing business with UIDAI.
- 1.5 Intending bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> and UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) regularly for any corrigendum/addendum/amendment.
- 1.6 The Hard Copies of original instruments in respect of '**Tender fee**' and '**Earnest Money Deposit**' (EMD) must be delivered to the address as mentioned in the bid on or before the date & time of bid submission as mentioned in critical date sheet. In case of failure, Bidder(s) shall be rejected summarily for non-submission of original payment instrument. The Demand Draft submitted for tender fee shall be non-refundable and for EMD/ bid security shall be interest free.
- 1.7 The Bids will be opened as per schedule mentioned in the bid and the schedule of Price-Bid will be intimated to technically qualified bidders with the approval of competent authority.
- 1.8 All the Bids must be accompanied by an EMD/Bid Security of an amount of Rs. 40,000/- (Rupees forty thousand only), in the form of Demand Draft drawn on any Nationalized Bank/ Scheduled Commercial Bank in favour of "UIDAI" and payable at New Delhi, except those who have been exempted as per directive of Govt. of India (enclose certificate as applicable).
- 1.9 The Bidder/s is required to pay Rs. 100/- (Rupees One Hundred Only) towards Tender fee, at the time of bid submission, in the form of a Bank Demand Draft drawn on any Nationalized Bank/ Scheduled Commercial Bank in favour of "UIDAI" and payable at New Delhi, except those who have been exempted as per directive of Govt. of India (enclose certificate as applicable).
- 1.10 The transfer of Bid and subcontracting is not allowed, in case found, the bid/contract will be rejected/cancelled along with forfeiture of EMD/PBG.

1.11 **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 (Admin.) UIDAI (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 :**

Mr. Ratnesh Bharati, Deputy Director (Admin),  
UIDAI (UIDAI), Ministry of Electronics & Information Technology,  
Govt. of India (GoI), 2nd Floor, Tower-I, Jeevan Bharti Building,  
Connaught Circus, New Delhi-110001

d. Queries should be submitted via E-mail and followed by paper copy  
by post E-mail – [ratnesh.bharati@uidai.net.in](mailto:ratnesh.bharati@uidai.net.in)

1.12 **Important Dates:** The following table provides information regarding the important dates of the Bid process for this Bid:

CRITICAL DATE SHEET

Published Date & Time	19-03-2018, 18:00 Hrs
Pre-Bid Meeting	23-03-2018, 11:00 Hrs
Submission of Clarification, if any	26-03-2018, 17:00 Hrs
Clarification / corrigendum to be uploaded on the CPPP Portal (If any)	28-03-2018, 17:00 Hrs
Bid Submission Start Date	29-03-2018, 10:00 Hrs
Bid Submission End Date	06-04-2018, 18:00 Hrs
Technical Bid Opening Date	09-04-2018, 11:30 Hrs
Financial Bid Opening Date	Will be communicated later.

**Note:** The UIDAI shall not be responsible for delay in online submission of the bid, whatsoever may be the reasons. Also, ensure delivery of the original financial instruments (EMD/Tender Fee/exemption certificate as per Govt Directions) to the addressee on or before the date & time of bid submission.

- 1.13 **Procedure for Submission of Online Bids on CPP Portal:** The bidders are required to submit soft copies of their bids electronically 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>.
- 1.14 **Registration:** The Bidders are required to enrol 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 Enrolment” on the CPP Portal which is free of charge. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.15 The 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.
- 1.16 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.
- 1.17 A bidder should register only one valid DSC. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others, which may lead to misuse. The Bidder then login to the site in a secured manner by entering their user ID/password and the password of the DSC/e-Token.
- 1.18 **Searching for tender documents:** 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.

- 1.19 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 in the tender document.
- 1.20 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.
- 1.21 Preparation of bids:** The Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please 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.
- 1.22** The 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.
- 1.23** 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.
- 1.24 Submission of bids:**
  - 1.24.1 Bidder should login to 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 date & time. Bidder will be responsible for any delay due to other issues.

- 1.24.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 1.24.3 Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the financial instruments.
- 1.24.4 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, on/before the last date & time 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 available in the scanned copies and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 1.24.5 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.
- 1.24.6 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.
- 1.24.7 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. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 1.24.8 The uploaded tender documents become readable only after the

tender opening by the authorized bid openers.

1.24.9 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 bid submission with all other relevant details.

1.24.10 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.

1.24.11 **Assistance to bidders:**

a. 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.

b. 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 180030702232. Foreign bidder can get help at +91-9263652380.



## Section-II (Scope of the Work)

2.1 Online bids through Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) are invited from the Firms/Agencies specialized in “**Supply of Mixed cut flowers & Indoor potted plants including Plantation & Gardening**” at UIDAI Headquarter Building, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi-110001.

### 2.2 Scope of Work:

a. Supply of cut flowers and Indoor Potted Plants:

Sr. No	Items to be supplied	Description	Estimated Qty (Monthly)
1	Indoor potted plants	Ground Floor and 3 <sup>rd</sup> Floor to 9 <sup>th</sup> Floor or as per requirement.	500 Pots
2	Mixed/ Single Cut flowers	28 Pots (each pot of normal size would be of 1.5 dozen fresh flowers)/Week on alternate day.	336 cut flowers
3	Mixed/Single Cut flowers	16 pots (Each pot of Large size would be of 3 dozen fresh flowers)/Week on alternate day.	192 cut flowers

Note:

- Mixed of flowers comprising of Lily, Jarbara, Anthodium, Orchid, Coronation, Calcutta path, Birds of paradise, Tata Rose English Multi colour, Dutch Rose, Leemonya. Days of Supply would be decided by UIDAI.
- Indoor potted plants: Money Plant, Cyrus, Aeric Palm big size, Anthurium with mush.

b. **Deploy of Manpower:**

- The bidder shall also deploy one Gardner (Semi- Skilled category) and one helper (unskilled category) for Plantation & Gardening. The bidder shall quote the rates including PF, ESI excluding GST. The Bidder shall be disqualified for quoting the rates below the Minimum Wages issued by Central Govt and applicable in Delhi.
- The Contractor will instruct/supervise the gardeners/workers about the manner of the execution of the work. The deployed

labour should wear uniform in consultation of UIDAI. In case at any point of time during random check less manpower or manpower without uniform, is found at site, proportionate amount shall be deducted from the bill in addition to penalty Rs. 200/- per occasion.

- Weekly off would be given alternatively.

2.3 Plantation and Complete maintenance of garden area including weeding, uprooting of wild grass, cleaning, watering, edge cutting, trimming, pruning of hedge, trees, shrubs, mowing, top dressing of lawn with good quality earth & manure, preparation of seasonal flower bed growing of seedlings, replacement of casualties, application of insecticides, pesticide, cleaning & removal of garden rubbish as per direction of UIDAI authorities:-

Sr. No	Description	Area (In Sq mtr)
1	Grass Paver	835
2	Shrubs	485
3	Ground Cover	65
4	Grass	40
5	Trees	48

The above detail is tentative which may increase/decrease depending upon the site requirement. However, the bidder is advised to visit the site to assess the quantum of work.

2.4 **Supply of seedlings , cuttings , bushes etc for seasonal beds:**

- Seasonal flower seedlings of different varieties.
- Dahlia double rooted cuttings.
- Chrysanthemum rooted cuttings.
- Gladiolus bushes of different varieties.

2.5 **PLANTING OF TREES:**

Whenever planting, the following specification will be followed by the contractor. Plant, if any weed out/dead during the contractual period shall be replaced by the contractor at his own cost. The cost of new plant, if any, as per the requirement of UIDAI shall be borne by UIDAI.

2.5.1. **DIGGING OF PITS:**

Tree pits of 600 mm X 600 mm X 600 mm (approx. 2'X2'x2') shall be dug a minimum of two weeks prior to back filling. The pits for shrubs shall be 600mm in depth and 300mm diameter. While digging the pits the topsoil may be kept aside, and mixed with the rest of the soil as specified. If the soil quality is poor, it shall be replaced with soil mixture acceptable to UIDAI Authorities. If the soil quality is satisfactory, then it shall be mixed with manure and river sand. Pest/termite prevention chemicals or any other approved chemical to be applied into the soil before planting as per supplier's specification.

#### **2.5.2. BACK FILLING:**

The soil is back filled, watered thoroughly and gently pressed down a day previous to planting to make sure that it may not further settle down after planting.

#### **2.5.3. PLANTING:**

No trees pits shall be dug until a final tree position has been pegged out for approval .Care shall be taken that the plant sapling when planted is not buried beyond the level of the pot containing it. Planting should not be carried out in water logged soil.

#### **2.5.4. STAKING:**

A single vertical stake 1 meter (approx. 3 ft.) longer than the clear stem of the tree, Driven 300 mm to 450 mm (approx.. 1 ft to 1'6") into the soil shall be used. Each tree should be secured to the stake so as to prevent excess movement.

#### **2.5.5. WATERING:**

The contractor shall allow for the adequate watering of all newly planted trees and shrubs immediately after planting and during the following growing season, keep the plant material well watered.

#### **2.5.6. SHRUB PLANTING & GROUND COVERS :**

Same specification as for trees, except where specified otherwise.

#### **2.5.7. LAWNS :**

PREPARATION: During the period prior to planting the lawn, the area shall be maintained free from weeds. Whatever the nature of soil, complete surface shall be trenched over to a depth of 300 mm– 450 mm. Grading and final levelling of the lawn shall be completed at least 2 weeks prior to the actual sowing.

#### **2.5.8. SOIL:**

The soil itself shall be ensured to the satisfaction of UIDAI Authorities to be a good fibrous loam, rich in humus. Pest/ termite prevention chemicals to be mixed if required.

#### **2.5.9. EXECUTION :**

Nodes of specified grass shall be dibbled not less than 5 cms, apart on above mentions soil conditions.

#### **2.5.10. CUTTING:**

The scythe must continue to be used for several months until the grass is sufficient secure in the ground to bear the mowing machine.

#### **2.5.11. EDGINGS:**

These shall be kept neat and must be cut regularly with the edging shears.

#### **2.5.12. FERTILIZING:**

The lawn shall be fed once a month with liquid fertilizers by dissolving 45 gms of Ammonium Sulphate in 5 liters of water. **Pesticides, insecticides, fertilizers, manure, soil etc shall be provided by the successful bidder with no extra cost and accordingly, the bidders shall include all such cost in the Administrative charges while quoting the rates.**

#### **2.5.13. WEEDING:**

Prior to regular mowing, the contractor shall carefully remove unsightly weeds.

#### **2.5.14. MAINTENANCE :**

- In the absence of rain, Lawn shall be watered every two days heavily, soaking the soil thoroughly to a depth of at least 250 mm. In Summer Months, lawns shall be watered daily. Maintenance shall be done as per CPWD norms.
- The Contractor shall maintain all planted areas within the contract boundaries until the area is handed over in whole or

phases. Maintenance shall include replacement of dead unacceptable plants , watering on daily basis including Sundays & holidays, mulching, loosening soil around plants, adding topsoil, manuring, fertilizing, de-weeding (up to 5 meters from the edge of planting and trees), cultivating , control for insects, fungus and other diseases by means of spraying with an approved insecticide or fungicide , pruning and other horticultural operations necessary for the proper growth of the plants and for keeping the area neat in appearance.

**2.5.15. CLEARING OF SITE:**

Before finally leaving the site upon completion of the service Contract, the contractor shall remove all his infrastructure facilities like soil debris, tools, equipment, rubbish etc., and the site shall be left clean and tidy.

- 2.6 Office premises will be available for inspection between 2:00 P.M. to 5:00 P.M. on all working days from Monday to Friday. For this purpose, Deputy Director (Admin), UIDAI may be contacted on 2nd Floor, Tower-1, Jeevan Bharati Building, New Delhi on Telephone No. 011-23466842.
- 2.7 The bidder shall maintain proper discipline and decorum while working and leave the garbage/debris, etc as per directions of NDMC or other statutory authorities in this respect.
- 2.8 The online quotations received will be opened by the Tender Opening Committee at 11:30 P.M. on 09.04.2018 in UIDAI premise.



### **Section-III (General Terms and Conditions)**

- 3.1 The bidders shall submit their quotation online through CPP Portal.
- 3.2 The bidders shall submit the bids completed in all respect Online and must be uploaded in two packets i.e. Technical bid and Commercial bid.
- a The bid shall be submitted online, the Signed and Scanned copies of all the required documents in:
    - i. **Packet-1** - Technical Bid Submission with relevant/ supporting documents/evidences as mentioned in the bid.
    - ii. **Packet-2** - Schedule of commercial bid in the form of BoQ\_HORTUIDHQ.xls (Annexure-II).
  - b All the documents being submitted must be self certified before uploading. All the files / documents mentioned in the bid should be in \*.PDF format except for the BoQ which should be in \* .xls format.
- 3.3 **The terms & conditions of the contract:-**
- a. The firm/agency shall indicate the lump sum rates for the said job (as per **Annexure II**). The Financial/Commercial bid is provided as BoQ\_HORTUIDHQ.xls along with bid document at <https://eprocure.gov.in/eprocure/app>. The Bidders are advised to download the BoQ\_HORTUIDHQ.xls and quote their offer/rates in the permitted column and upload the same in Packet-2.
- 3.4 The bid shall be valid for 90 days from the last date of bid submission.
- 3.5 The bid submission will not place the UIDAI under any obligation to place the order with the Firm/Agency and no expenses incurred by the contractor in this regard will be payable.

- 3.6 All the Bidders are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before online submitting their quotations.
- 3.7 Dispute, if any, arises between the Firm/Agency and its manpower in the matter of wages or any service conditions, the same will be settled by the Firm/Agency and the engaged workers themselves. UIDAI in no case shall be a party to such a dispute.
- 3.8 Dispute, if any, between UIDAI and Agency/Firm, the decision of the UIDAI shall be final and binding on both parties.
- 3.9 The contractor shall have to fulfil all the statutory requirements as per the provisions of law i.e. Contract Labour R & A Act 1970 & Contract Labour R & A Rules 1971, Minimum wages Act 1948, Payment of Wages Act 1936 and other related labour Legislatures etc., and shall by periodical substitution/rotation of manpower, indemnify UIDAI from any claims in future or due to any breach of the statutory requirements. The UIDAI, as a principal employer, shall enforce the provisions of these Acts.
- 3.10 No labour below the age of fourteen Years shall be engaged for the work.
- 3.11 The Bidder shall not pay less than the fair wages (Fair wages rates prevailing in Delhi on the date of receipt of tender and any notification subsequently by The Centre Govt.) minimum wages to the labourer engaged by him for the work.
- 3.12 The Firms/Agencies shall meet the followings eligibility Criteria :
- a The bidders should have presence in NCT of Delhi (Enclose evidence).
  - b The bidder should registrations of PAN, GST, ESI, EPF & Labour Deptt. (Enclose copies).
  - c The bidder should have completed in previous three years ending on 31.03.2017
    - One similar work of single contract value not less than Rs. 14.20 Lakh.

OR

- Two similar works with each of single contract value not less than Rs. 8.9 Lakh.

OR

- Three similar works with each of single contract value not less than Rs. 7.1 Lakh.

Similar work shall mean “Horticulture work in Central/State Government Departments/PSUs/leading Corporate Offices”.

- d. The bidder should furnish documents (Work orders & Completion Certificates) in supports of their eligibility.
- e. Proof of Annual Turn Over which should not be less than Rs 5.5 Lakh for the last three each Financial Year’s i.e. 2014-2015, 2015-2016, 2016-2017 along with self certified audited Balance sheet and profit and Loss account for the same period shall also be uploaded on CPPP.

3.13 The bidders are requested to upload the scanned copy of the tender fee (Rs.100/-) and EMD of Rs.40,000/- in the form of Demand draft on CPP Portal while submitting the bid and the original financial instruments shall be dispatched to the addressee (Deputy Director, Admin), 2nd Floor,Tower-1, Jeevan Bharati Building, Connaught Place and should reach on or before the closing time & date mention in **clause 1.12** and exemption certificate issued by entitled Govt Department/ Organization/Ministry, if any, should be uploaded and would be taken into account during evaluation of the bid, failing which the bid shall be rejected.

#### 3.14 COMPENSATION:

- a In case of delay in execution of the work by successful bidder as per the instruction of UIDAI Authority, for the reasons of delay solely attributable to the successful bidder and liable to pay a compensation to UIDAI @ 0.5% (Half percent) of the Annual contractual value per week and maximum up to the sum equivalent to the amount of 10 % (Ten percent) of the Annual contractual value.
- b The contractor shall be responsible for the all other damages to any person, tools & tackles, animal or property arising out of and incidental to the negligent or defective carryout of this contract.

He shall also indemnify the UIDAI in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising there from. The UIDAI shall be entitled to deduct the amount of any damage, compensation, charges , costs and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become due to the contractor, without prejudice to the UIDAI's other rights in respect thereof.

- 3.15 **FORCE MAJEURE:** UIDAI shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. "Force Majeure" means an event beyond the control of the successful bidder and not involving its fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.
- 3.16 **LAW GOVERNING THE CONTRACT:** Any dispute or difference, whatsoever, arising between the parties out of, or relating to, or incidental to the construction, meaning, scope, operation or effect of this agreement; or the validity or the breach thereof, same shall be settled by Arbitration in accordance with Rules of Arbitration formulated by Delhi International Arbitration Centre. The Award made in pursuance thereof shall be final and binding on both the parties. The venue of the Arbitration will be New Delhi, Delhi Court(s) shall have sole jurisdiction with respect to this Award, and any other Order executed in pursuance/furtherance of or in connection to this Award. The Indian Laws shall apply.
- 3.17 **CONFIDENTIALITY:** The contractor shall take all precautions not to disclose, divulge and or disseminate to any third party any confidential information, proprietary information on the client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and or business of the client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of UIDAI's information.
- 3.18 **Performance Security:**

- The successful Bidder shall furnish an interest free refundable Performance Bank Guarantee (PBG)/Security (@ 10% of Annual contractual value) in the form of Bank Guarantee Bond in compliance to the terms and conditions of bid within 07 (Seven) days from the date of award of work. The PBG shall be valid for a period of 60 Days beyond the contractual period. In case of failure, EMD of the successful bidder shall be forfeited unless time extension has been granted by UIDAI and may be blacklisted for doing business in UIDAI at least for three years.
  - The Performance Security shall be discharged within 60 days on the satisfactory completion of the contract. If the service provider fails or neglects any of his/her obligations under the contract, it shall be lawful for UIDAI to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss from such failure.
- 3.19 **Period of Contract:** The Contract shall be initially for a period of 3 (three) years from the date of issue of LoA (Letter of Award) at the terms & conditions of the tender, extendable to 1 (one) year further. However, the contract can be terminated at any time at the discretion of Competent Authority, UIDAI by serving a prior notice of 1 (one) month.
- 3.20 The bid security (EMD) of the unsuccessful bidders will be discharged/ returned without any interest within 10 days on concluding the tender and Bid Security of the successful bidder will be discharged/returned on furnishing of PBG.
- 3.21 The UIDAI reserves the right to reject any or all quotations without assigning any reasons thereof.



**Section-IV**  
**SPECIFIC TERMS AND CONDITIONS**

4.1.1. PRICE VARIATION:

The price should be firm for the contract period and there shall be no variation/escalation on any account. Rate of the wages should not be less than minimum wages as prescribed by the Govt. from time to time. Variation, if any, in minimum wages during the contract period with reference to the quoted rates would be reimbursed to the contractor. No claim in respect of duty or levy or other tax, etc shall be entertained separately in addition to the quoted rate. The TDS and all other taxes as applicable will be effected from each running bill/ Final bill at the rate in vogue at the relevant time.

4.1.2. PAYMENT:

- Payment shall be made on monthly basis only on satisfactory compliance of all the tender conditions stipulated and performance of the job satisfactorily and submission of bill by the firm.
- The successful bidder, to whom work is awarded, shall raise monthly bill in the 1st week of succeeding month for release of payment after fulfilling all the necessary formalities and a certificate mentioning that payment of deployed workers have been paid in compliance to statutory requirement. Proportionate amount from the bill shall be deducted if the contractor fails to comply with any of the responsibilities under the work order/contract. Such amounts shall be decided by the UIDAI (Admin Div) and shall be binding on the contractor.

4.1.3. The successful bidder shall also pay the wages to deployed personnel/labour as per Central Govt. Minimum Wages notification, as in force from time to time and shall submit a certificate along with monthly bill in this regard and shall comply all statutory requirements. UIDAI may ask for the evidences at any time.

4.1.4. It shall be the sole responsibility of the contractor to ensure safety to all his workers. The Contractor will be required to extend the benefits of "Workmen's Compensation Insurance policy to all of his workmen

engaged for the said job. It shall be the sole responsibility of the contractor to ensure safety to all his workers.

4.1.5. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions. The contractor should properly maintain all necessary first aid kits under his custody and ensure that all its employees are adequately trained in administering first aid in case of emergencies.

4.1.6. The scope of work may be reduced/increased up to 30% or as per the actual requirement.

#### 4.1.7. PERFORMANCE EVALUATION:

A Confidential performance Evaluation of the overall performance shall be done by the dealing official(s) on periodical basis & continuation of the contract shall be primarily depending upon their performance. In case the performance is found to be unsatisfactory at any point of time, the contract shall be terminated without any notice and security deposit will be forfeited.

#### 4.1.8. MAINTENANCE OF RECORDS:

The contractor shall be responsible for maintaining records of work executed including fault rectification, consumable and spares used etc.

#### 4.1.9. SUPERVISION:

The contractor or his authorized representative is required to supervise for execution of the work and would act on the instructions as the UIDAI Authorities may give. The work of the contractor is subject to inspection by the UIDAI Authorities at all times, but such inspection does not relieve the contractor of any of the responsibility.

#### 4.1.10. NON-COMPLIANCE OF SITE INSTRUCTION:

If the contractor after receipt of written notice from UIDAI (Admin Div) requiring compliance within 7 days fails to comply with such instructions, the UIDAI may employ and pay other contractor to execute any such work whatever that may be necessary to give effect thereto, and all cost incurred in connection therewith shall be

recoverable from the contractor by UIDAI or may be deducted from any payment due to the contractor or may encash PBG.

#### 4.1.11. TERMINATION OF THE CONTRACT BY UIDAI:

If the Contractor stops the works for more than 3 days continuously, then the UIDAI has the power to terminate the Contract without giving any notice whatever may be the reason. In this case the contractor has no power to claim compensation and their Security Deposit will be forfeited. The UIDAI has the authority to complete the remaining works through other agencies. Decision of the UIDAI in this regard is final. The UIDAI has the authority to terminate the contract without specifying any reasons thereof, without any compensation at any time during the currency of the contract. However, one month notice will be given prior to cancellation. The contractor has no right to withdraw or leave the contract in mid before expiry of the term of the specified valid tenure of the contract.

#### 4.1.12. CO-ORDINATIONS WITH OTHER AGENCIES.

UIDAI reserves the right to use premises and any portions of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons, and the contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with UIDAI.

#### 4.1.13. CONTRACTOR'S RESPONSIBILITY:

The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If that contractor finds any discrepancy in the schedule of the quantities and specifications, he shall immediately and in writing refer the same to UIDAI Authorities who shall decide which is to be followed.

#### 4.1.14. ASSIGNMENTS AND SUBLETTING:

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly

transfer, assign or sub-let the contract or any part thereof or interest therein without the written consent of the UIDAI, and no undertaking shall relieve the contractor from the full and entire responsibility of the contractor from active superintendence of the works during their progress. If found, the PBG of the Service Provider shall be encashed and blacklisted for doing business in UIDAI at least for three years.

4.1.15. ALTERATION IN QUANTITY OR WORK, SPECIFICATION & DESIGN/ADDITION OF WORK/DELETION OF WORK:

UIDAI shall have power to make any alterations/additions to or substitutions for the original specification and instructions that may appear to him to be necessary during the maintenance work. For that purpose or if for any other reason it shall in his opinion be desirable, he shall have power to order the contractor to do any or all of the following:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Delete any such work.
- c) Change the character or quantity or kind of any such work.
- d) Change the plant names, levels, liners, positions and dimensions of any part of the work.
- e) Execute additional work of any kind necessary for the completion of the works and
- f) Change in any specified sequence, method of timing of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing by UIDAI Authorities and shall not on any way vitiate or invalidate the contract.

## **Section: V (Evaluation and Payments)**

- 5.1 Opening of the Bids and Technical Evaluation:** The Bids received will be opened as per the scheduled date and time mentioned in the Critical date sheet and a committee duly constituted by Competent Authority will carry out technical evaluation/scrutiny of the bids.
- 5.2 Technical Evaluation:** The bidders possessing all the requisite qualifications/evidences/ documents as spelt out in the Bid Document (**Annexure-I**) and found in order, with the approval of competent authority, would be declared as technically qualified. Accordingly, the qualified bidders would be intimated for opening of the financial bids on CPP Portal.
- 5.3 Commercial Evaluation:** Evaluation of the bids will be online and offline both, and comments of the offline committee will be uploaded as per the online process. The Evaluation of tender for deciding L1 bidder shall be based on the lowest overall/Total cost as indicated in **Annexure-II**.
- 5.4** All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS).
- 5.5** The UIDAI shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor.
- 5.6** The successful bidder shall comply prevailing Tax regulations in the country.

Deputy Director (Admin)  
Tel: 11-23466842



**Technical Bid (ANNEXURE-I)**

1. Name of the Firm: \_\_\_\_\_
2. Registered/Postal Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Tele No, Mob No & E-mail:  
\_\_\_\_\_
4. GST Registration: \_\_\_\_\_
5. PAN Registration: \_\_\_\_\_
6. ESI Registration: \_\_\_\_\_
7. EPF Registration
8. Experience as per clause 3.12(d): \_\_\_\_\_
9. Proof of Annual Turnover for the previous three Years ending on 31.03.2017:  
\_\_\_\_\_
10. Proof of Income Tax Return for the previous three Years ending on 31.03.2017: \_\_\_\_\_
11. a) Tender Fee (DD particulars): \_\_\_\_\_  
b) EMD (DD particulars): \_\_\_\_\_
12. I/We undertake that none of my close relatives is directly or indirectly related to UIDAI, no FIR has been registered under criminal offence and have never been black listed by Any Govt/PSU/Reputed Pvt. Institution/Organization.

**Note:** Original financial instruments (for EMD & Tender Fee) should reach to this office before date and time of bid submission and scanned copies shall be uploaded on CPP Portal.

Signature with Seal

**Financial Bid (Annexure-II)**

Sl. No.	Description of Work <b>(Monthly)</b>	# Amount (Rs.)
1.	Supply of 336 Single/Mixed cut flower Pots (each pot of normal size would be of 1.5 dozen fresh flowers).	
2	Supply of 192 Single/Mixed cut flower Pots (Each pot of Large size would be of 3 dozen fresh flowers).	
3	Supply of 500 (Five Hundred) indoor Potted Plants	
4	Wages of the Manpower (One Gardner-Semi-Skilled and One Helper-Unskilled) including PF, ESI.	
5	Sub Total(1+2+3+4)	
6	Administrative Charges on above (5)	
7	Total Cost (1 to 6)	

**Note:**

- Agency quoting the rates below the Minimum wages applicable shall be declared as nonresponsive.
- The quantity shown above is tentative and payment would be made proportionately depending upon the actual quantity supplied.
- The amount quoted by the bidder shall be inclusive of all applicable Taxes, Duties, etc except GST which shall be paid as per actual against receipt of Tax Invoice and proof of payment of GST to Govt.

SIGNATURE WITH  
SEAL

**DRAFT AGREEMENT FORMAT**

(To be made on Rs.100.00 Non-Judicial Stamp Paper)

This agreement is made at New Delhi on the \_\_\_\_\_ day of \_\_\_\_\_Two thousand Eighteen between CEO acting through Shri.....Rank .....- Unique Identification Authority of India (UIDAI), Head Quarter, Bangla Sahib Road, Behind Kali Mandir, Near Gole Market, New Delhi-110001 (herein after called 'UIDAI' 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)

(Second Part)

M/s.....having its registered office at .....

(hereinafter called the 'Service Provider' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc. of the Second Part.

#####

WHEREAS the 'UIDAI' is desirous to engage the 'Service Provider' for supply of mixed cut flowers & indoor potted plants including Plantation & Gardening at UIDAI, HQ, New Delhi on the terms and conditions stated below:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. The Service Provider shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all the statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed in UIDAI, HQ. The "Service Provider" will give proof of fulfilling statutory obligations. The 'UIDAI' shall have no liability in this regard.
2. The Service Provider shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it, at UIDAI, HQ site. The 'UIDAI' shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The following documents shall be deemed to form and be read and constructed as part of this service contract agreement viz:

- a) Letter of Award/Acceptance of Service Contract
  - b) Terms and Conditions of the Service Contract.
  - c) Notice Inviting Tender/RFP
  - d) Bill of Quantities.
  - e) Scope of Work of the Service Agency.
  - f) Addendums, if any.
  - g) Any other additional terms & conditions forming part of the service contract.
5. The contract can be terminated by giving one-month notice on either side.
6. In case of non-compliance with the contract, the 'UIDAI' reserves its right to:
- a. Cancel/revoke the contract; and/or
  - b. Impose penalty upto 10% of the total annual value of contract.
7. Security deposit equal to 10% of the Annual contract value with validity of 60 days beyond the contractual obligation, in the form of Bank Guarantee of Nationalized and Scheduled Commercial Banks authorized to do Govt. business (i.e. HDFC, ICICI and Axis Bank Ltd) shall be furnished by the 'Service Provider' at the time of signing of the Agreement as per "Annexure-IV".
8. The 'Service Provider' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in UIDAI latest by 7th day of each month.
9. The deployed personnel by the 'Service Provider' will not claim to become the employees of UIDAI and there will be no Employee and Employer relationship between the personnel engaged by the 'Service Provider' for deployment in UIDAI, HQ site.
10. There would be no increase in rates payable to the 'Service Provider' during the contract period except reimbursement statutory obligations and applicable GST. The 'Service Provider' also agrees to comply with Terms and Conditions & Scope of work of the tender document and amendments thereto from time to time.
11. The 'Service Provider' and deployed personnel shall keep confidential all information in connection with and related to UIDAI and shall not reveal the same to any third party. Any breach of confidentiality shall be a violation of the terms and conditions of this agreement.
12. Decision of 'UIDAI' regarding interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Service Provider'.
13. The 'Service Provider' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.

The 'Service Provider' shall keep 'UIDAI' fully indemnified against liability of tax, interest, penalty etc. of the 'Service Provider' in respect thereof, which may arise.

14. In case of a dispute between the 'Service Provider' and 'UIDAI', 'UIDAI' shall have the right to decide. However, all matters shall have the jurisdiction of local courts at New Delhi.
15. The total value of agreement, including applicable taxes, for the job work at UIDAI HQ will be Rs. \_\_\_\_\_ /- for a period of three year which will be effective from \_\_\_\_ 2018.
16. The contract will be valid for a period of 36 months w.e.f \_\_\_\_ 2018. However, UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI) may extend the contract further with the consent of Service Provider subject to satisfactory performance and administrative convenience of UIDAI.

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 Service Provider

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Witness:

Signed by the duly authorized representative of UIDAI Headquarter

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Accepted on behalf of  
The Service Provider

Accepted on behalf  
of the UIDAI Headquarter

PERFORMANCE BANK GUARANTEE  
(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....

Date.....

To

The CEO  
Unique Identification Authority of India  
Ministry of Electronics & Information Technology, Govt. of India (GoI),  
Bangla Sahib Road, Behind Kali Mandir,  
New Delhi-110001

Dear Sirs,

In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology, on behalf of the Chief Executive Officer, UIDAI, (hereinafter referred to as the ‘Owner’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at ..... (Hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated ..... and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated.....valued at.....for “Selection of Watch & Ward and Fire Service Provider for UIDAI, HQ” and the Contractor have agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. .... (In words & figures).

1. We.....(Name & Address of Bank Branch) having its Head office at .....

(hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)’ failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee

herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

2. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
3. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
4. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
5. Not with standing anything contained hereinabove:
  - a. Our liability under this guarantee is restricted to Rs. .... (In words & figures) being the 10% of the value of the contract/notification of award.
  - b. This Bank Guarantee will be valid upto .....; and
  - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before ...

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

-----  
(Signature)

-----  
(Signature)

-----  
(Name)

-----  
(Name)

-----  
(Official Address)

-----  
(Designation with Bank Stamp)

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated : \_\_\_\_\_