No. 31/2/2016—प्रशासन/Admn.
भारत सरकार/Government of India
खान मंत्रालय/Ministry of Mines
(प्रशासन अनुभाग/ ADMINISTRATION SECTION)
********

Shastri Bhawan, New Delhi.
Dated: the 30 November, 2016

TENDER DOCUMENT

For award of annual contract for supply of Cut-Flowers, Flower baskets/bunches & Flower Bouquets to Ministry of Mines.

BRIEF INFORMATION ON BID DOCUMENT

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>1.</td>
<td>Tender No.</td>
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<td>2.</td>
<td>Duration of Contract</td>
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<td>3.</td>
<td>Last date and time of submission</td>
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<td>4.</td>
<td>Date of Opening of Bids</td>
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<td>5.</td>
<td>EMD</td>
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<td>6.</td>
<td>Cost of Tender document</td>
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<td>7.</td>
<td>Total Number of pages of Tender Document</td>
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<tr>
<td>8.</td>
<td>Address and Venue for the submission of Tender document</td>
</tr>
</tbody>
</table>

No.31/2/2016 - Admn.
One year from the date of award of the contract.
1200 Hours on 23.12.2016
1500 Hours on 26.12.2016
Rs. 21,000/- (Rupees Twenty one thousand only)
NIL
13
Tender Box kept at Information & Facilitation Centre, Ministry of Mines, Garage No.23, Shastri Bhawan, New Delhi.
NOTICE INVITING TENDER

Sealed tenders on behalf of the President of India, are invited under Single Bid System i.e. Bid from reputed, experienced and financially sound service providers for supply of cut flowers, flowers baskets/bunches & flowers bouquets at Shastri Bhawan for the chamber/office of Hon’ble Minister & other Sr. Officers of this Ministry for a period of one year from the date of award of the contract. The detailed terms and conditions of the contract are enumerated in the following paragraphs. Performa for Bid is at Annexure II.


3. The interested service provider may submit the tender documents addressed to Under Secretary (Admn.), Room No.303, D wing, Shastri Bhawan, New Delhi, complete in all respect along with Earnest Money Deposit (EMD) of Rs.21,000/- (Rs. Twenty one thousand only), refundable (without interest), should be necessarily accompanied with the quotation of the service provider in the form of Demand Draft/Pay Order drawn in favour of “Pay & Accounts Officer, Ministry of Mines, New Delhi”, (failing which the tender shall be rejected summarily) along with other requisite documents and dropped the same in the Tender Box kept at the Information & Facilitation Center, Ministry of Mines, Garage No. 23, Shastri Bhawan, New Delhi.

4. The last date of receipt of tender is 23.12.2016 at 1200 Hours.

5. The Bids will be opened by the Tender Opening Committee of the Ministry on 26.12.2016 at 1500 Hours.

(M.S.Kasottia)
Under Secretary to the Govt. of India
Tele:23073046
E.mail.id:man.kasottia@gov.in
INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

1.1 For the Bidding/Tender Document Purposes, the Ministry of Mines shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor' and/ or Bidder or interchangeably.

1.2 The tender document can be downloaded from the websites of this Ministry (http://mines.nic.in) and http://eprocure.gov.in/cppp/

1.3 While all the efforts have been made to avoid errors in the drafting of the tender document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.4 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, bids not meeting the minimum eligibility criteria, Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are liable to be rejected.

1.5 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the Ministry of Mines. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

1.6 The contract shall be awarded to the selected bidder(s) for a period of one (1) year from the date of the award of the contract. However, the period of the contract may be further extended on satisfactory performance, depending upon the requirements and administrative convenience of the Ministry of Mines at that time or may be curtailed, terminated earlier owing to deficiency in service or substandard quality of work by the selected service provider.

1.7 The prospective bidders are free to seek any clarifications. For this purpose, Section Officer (Administration), Shastri Bhawan, New Delhi (Telephone No:23381631) may be contacted with prior appointment on any working day between 2 PM to 4 PM from 05.12.2016 to 08.12.2016.
1.8 The rates may be quoted as per Annexure-I, Taxes (VAT, Service Tax) if any, may be specifically and separately indicated in the quotation. In case of no separate mention of VAT/Service Tax, Rates will be presumed to be all inclusive & assessment will be made accordingly.

2. **MINIMUM ELIGIBILITY CRITERIA**

2.1 The following shall be the minimum eligibility criteria for selection of bidders at bid stage of the bidding process:-

(a) Experience: The Bidder shall have experience in the similar field in the Ministries/Departments/ Government Organizations for the last three (3) years.

2.2 Documents supporting the Minimum Eligibility Criteria to be attached with bid document:

(1) In proof of having fully adhered to minimum eligibility criteria at, following documents shall be acceptable with the bid documents:

(a) Self-attested copy of PAN /TIN number;
(b) Self-attested VAT/Service Tax Registration Certificate (if applicable);
(c) Self-certification to the effect that the firm has not been banned/black listed by any Ministry/Department in the past.

3. **EARNEST MONEY DEPOSIT:**

3.1 The units registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry or Department shall be exempted from the payment of Earnest Money as defined under Rule 157 of General Financial Rules (GFR), 2005. In such case, copy of the certificate showing registration with the above mentioned institutions to be enclosed along with the bid.

3.2 In case the unit is not covered under 3.1 above, it shall submit the offer along with an Earnest Money Deposit (EMD), refundable, of **Rs.21,000/- (Rupees Twenty one thousand only)** in the form of Demand Draft/Pay Order drawn in favour of “Pay & Accounts Officer, Ministry of Mines, New Delhi” failing which the tender shall be rejected out rightly.

3.3 Any request by the bidders to consider their EMD furnished by them to Ministry of Mines for any other contract/tender cannot be considered as EMD for this tender.

3.4 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
3.5 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable in EMD.

3.6 The EMD may be forfeited in the following cases:

(i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
(ii) In case of successful bidder, if the bidder
(a) Fails to accept the award letter based on his offer (bid);
(b) Fails to furnish required Performance Security Deposit in accordance with the terms of Tender Document within the time frame specified by the client; or
(c) Fails to refuses to honor his own quoted prices for the services or part thereof.

4. **VALIDITY OF BIDS**

4.1 Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of bids;

4.2 In case, client call the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder;

5. **PREPARATION OF BIDS**

5.1 **Language:** Bids and all accompanying documents shall be in English or in Hindi.

5.2 **Bid:** The bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.

a. Bid Submission Form duly signed by the Competent Authority;
b. Earnest Money Deposit of Rs.21,000/- (Rupees Twenty one thousand only)

6. **SUBMISSION OF BIDS**

6.1 The Bidding Firms have to submit the tenders in Single bid system in the prescribed proforma. The interested agencies are advised to submit a sealed envelope super-scribing “Tender for supply of cut flowers, baskets/bunches & flower bouquets” and dropped the same in the Tender Box kept at the Information & Facilitation Centre, Ministry of Mines, Garage No.23, Shastri Bhawan, New Delhi.

6.2 The Earnest Money Deposit (EMD) of Rs.21,000/- (Rupees Twenty one thousand only), refundable (without interest), should be necessarily accompanied with the Bid of the agency in the form of Demand Draft/Pay Order drawn in favour of Pay & Accounts Officer, Ministry of Mines, New Delhi failing which the tender shall be rejected summarily.
6.3 The Bid shall be submitted not later than 1200 hours of 23.12.2016 addressed to "Under Secretary (Administration), Ministry of Mines, Shastri Bhawan, New Delhi. Bids must be submitted within date and time stipulated in the Tender Document.

6.4 No Bid shall be accepted after the specified date and time.

6.5 The tender shall be completed in all respect and should be signed with date by the Authorized Signatory of bidder with company stamp on all the pages of this tender.

6.6 The Ministry reserves the right to withdraw/cancel the tender if it is found in violation of terms and conditions of this document or any information given in the tender document which prima facie appears to be false/wrong.

7. **BID OPENING PROCEDURE**

7.1 The Bids shall be opened on 26th December, 2016 at 1500 hours by the Tender Opening Committee in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

7.2 Absence of bidder or their representative shall not impair the legality of the opening procedures.

7.3 After opening of the Bids and verifying the EMD amount, the bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

7.4 Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.

7.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered.

8. **CLARIFICATION ON BID EVALUATION:**

8.1 The Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

8.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
8.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.2.

9. **RETURNING OF EARNEST MONEY DEPOSIT (EMD)**

9.1 The Earnest Money Deposit of the bidders shall be returned on award of contract to the successful bidder.

9.2 The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Bids and prior to opening of bids.

( GENERAL CONDITIONS OF CONTRACT )

10. **PERFORMANCE SECURITY DEPOSIT (PSD)**

10.1 The successful Firm will have to deposit a Performance Security of Rs.70,000/- (Rupees Seventy thousand only) in the form of Fixed Deposit Receipt (FDR) made in the name of the bidder to the Pay & Accounts Officer, Ministry of Mines, New Delhi within fifteen days of the award of the Contract. The PSD shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

10.2 The Performance Security Deposit (PSD) will be forfeited by order of the Competent Authority in the Ministry of Mines in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance.

11. **COMMENCEMENT OF SERVICES**

The contract shall become legally binding and in force only upon:

11.1 Submission of Performance Security Deposit

11.2 The successful firm will be required to start working immediately from the date of award of the Contract.

12. **TERMS & CONDITIONS**

12.1 No increase in amount shall be considered at all during the currency of the Annual Contract. No other charges like transportation fare etc., will be payable.

12.2 Name of the proprietor, Residential and official Address and Telephone numbers of the firm to be given on the letterhead of the firm.
12.3 The tender document must be filled in neatly and clearly. Incomplete or conditional tenders will not be entertained.

12.4 The successful contractor will have to furnish the names of their authorized workers engaged by him for supply/display of cut flower arrangement in the rooms/chamber of Minster/Sr. Officers. Character and Antecedents of the workers engaged by contractor needs to be verified by the contractor. The contractor will be held responsible for any lapse on their parts.

12.5 On urgent requirement, Contractor will have to provide services even on holidays/Saturdays/Sundays at the required site/quantity/time.

12.6 Since office hours starts at 9.00 A.M., cut flower arrangements in the rooms of Ministers/Sr. Officers shall be made by 9.00 A.M. positively on all working days (if holidays, then on next working day) or as per the requirement. Negligence on this account may lead to penal action against the Contractor as deemed fit by this Ministry. If the work of contractor is not completed by the prescribed time for any other default in service; penalty shall be imposed each time as decided by the Ministry.

12.7 The person deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Ministry.

12.8 The contractor shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

12.9 In case the successful firm is backing out in the midway without any explicit consent of this office, it will be liable to recovery of higher cost which may have to be incurred by this office for arranging the work through alternative means for the balance period of contract.

12.10 Only very fresh and healthy flowers will be accepted for the flower arrangement. Flowers should be supplied partly in form of bunch (10-12 flowers) for ready placement and in loose form.

12.11 The cut-flowers to be supplied should be fresh and of very good quality. Flowers which show even slightest indication of wilting or staleness or without the natural shine will not be accepted. The firm will also be liable to pay penalty @ 5% of the value of monthly bill for faulty supply.

12.12 In case the quality/quantity/size of cut flowers arrangement and services rendered by the firm is not found satisfactory or below the desired standard, a suitable deduction will be made from the bill as penalty, to be decided by this Ministry.

12.13 The selected firm has to supply Flower baskets/bunches/bouquets to the Ministry at the prescribed locations at a very short notice as per the requirement at without any extra charge on account of transportation etc.
12.14 Ministry of Mines reserves the right to reduce or increase the quantity of cut flowers/buches/baskets/bouquets as per requirement.

12.15 The rates quoted shall remain in force for the full period of contract.

12.16 The Annual Contract shall be operative immediately after award of the contract. The Ministry shall, however, have right to terminate the contract at any time if the service of the firm is found unsatisfactory. In this respect the decision of the Ministry will be final and binding on the contractor.

12.17 The owner of the firm should be available on his landline telephone and also on mobile phone.

12.18 The Contractor shall be responsible for payment of wages/settlement of dues with workers engaged by the firm as prevailing labour/wage laws in force in NCT of Delhi and the Ministry of Mines shall not be a party to any dispute between the contractor and workers.

12.19 The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.

12.20 The tenderer should enclose a signed copy of the terms and condition stipulated for award of the contract conveying his acceptance of the same.

12.21 If the Firm commits breach of any of the terms and conditions or is not able to complete the work in time or the quality of work is not of the desired level, the contract will be cancelled and security deposit shall be forfeited and the work will be assigned to another firm at the risk and cost of the Firm.

12.22 The service provider must have their own shop/Nursery in Delhi/NCR.

12.23 The rates quoted must be, in whole rupee. It may specifically be noted that the quotations having unrealistic, impractical and non-serious prices i.e. "free" or "complementary" just for the sake of vitiating the whole Tender Process and for grabbing the contract, are liable to be ignored/rejected.

12.24 The contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.
13. **VALIDITY OF CONTRACT**

13.1 The period of Annual Contract for supply of cut flowers, flower baskets/bunches, & Flower bouquets will be one (1) year from the date of the award of the Contract.

13.2 The contract shall automatically expire unless extended further by the mutual consent of contracting agency and this Ministry.

13.3 The period of the contract may be curtailed/terminated earlier owing to deficiency in service or substandard quality of work by the selected Firm. The Ministry, however, reserves right to terminate this initial contract at any time after giving one week notice to the selected Firm.

14. **PAYMENTS**

14.1 For payment purpose, the bills should be submitted month-wise, requisitions-wise along with the work completion report/user certificates.

14.2 All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS) or Cheque.

14.3 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Ministry.

15. **TERMINATION**

15.1 In case of breach of any of terms and conditions of the contract by the selected firm, the competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security deposit in the form of Fixed Deposit Receipt shall be forfeited and en-cashed. The decision of the Joint Secretary (Admn.), Ministry of Mines in this regard shall be final.

15.2 The contractor goes bankrupt and becomes insolvent.

15.3 The Ministry reserves right to withdraw/relax any of the terms and conditions mentioned in the tender document so as to overcome the problem encountered by the contracting parties.

16. **GOVERNMENT LAWS AND SETTLEMENT OF DISPUTE**

16.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of
30 days, then the matter will be referred for adjudication of the arbitration of a sole arbitrator to be appointed by the Secretary, Ministry of Mines in accordance with the provisions of the Arbitration and Conciliation Act 1996 and Rules made thereunder including any modifications, amendments and future enactments thereto. The venue of the arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties. The arbitrator so approved to be appointed by Secretary (Mines) shall be an official of the Ministry of Mines not below the rank of Director/Deputy Secretary.

16.2 Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi.

All the tenderers are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by this Ministry.

(M.S.Kasottia)
Under Secretary to the Govt. of India
Tele:23073046
E.mail.id:man.kasottia@gov.in

To
1. Website of “Central Procurement Portal”.

2. Director (NIC) with a request to upload the tender document on the website of this Ministry.

3. All Ministry/Department with a request to display a copy of the tender document in their Notice Board and also intimate the firms engaged for the similar work.
ORDER FOR ARRANGEMENT OF DOCUMENTS

1. Self-attested copy of registration certificate;
2. Self-attested of PAN /TIN number;
3. Self-attested copy of VAT/ Service tax registration certificate (if applicable);
4. Details of agreement made by company with atleast 3 Ministries/ Departments/ Govt. Organizations during the last 3 years.
5. Undertaking to be furnished by the service provider that the service provider has not been blacklisted/banned by any Ministry/Department of Govt. of India.
ANNXURE - I

PROFORMA FOR BID

1. For supply of cut flowers with flower vase and flower bouquets to Ministry of Mines.
2. Name of tendering Firm/Agency:
3. Rate for cut Flowers along with flower vase:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Quantity (of Flowers)</th>
<th>Price</th>
<th>Total Price (inclusive of all taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Mixed Cut Flowers [per bunch]</td>
<td></td>
<td>10 - 12</td>
<td></td>
</tr>
<tr>
<td>2. Flower basket (big size) per basket</td>
<td></td>
<td>50 - 55</td>
<td></td>
</tr>
<tr>
<td>3. Flower basket (small size) per basket</td>
<td></td>
<td>35 - 40</td>
<td></td>
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<tr>
<td>4. Flower Bouquet (Red/Yellow Rose)</td>
<td></td>
<td>50</td>
<td></td>
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<tr>
<td>5. Flower bouquet (Red/Yellow Rose)</td>
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<td>30</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Certified that I/We have read and understood the implication of the full terms and conditions of Annual Contract for supply of cut flowers, Flower baskets/bunches & Flower Bouquets to Ministry of Mines and the same are acceptable to me/us.

Signature of Tenderer
Name and Address with telephone number of the Firm

Dated:
Place: