### National Highways & Infrastructure Development Corporation Ltd

(A Public Sector under the Ministry of Road Transport and Highways Govt. of India)

3<sup>rd</sup> Floor PTI Building 4, Parliament Street New Delhi-110001

Dated: 23.06.2020

F.No. NHIDCL/HQ/Admn./Plants/2020

### **Tender Notice**

Sub: Tender for rate contract for supply and maintenance of pottedplants, flower bunches and cut flower pots/buckets in National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) at its office at Ground, 2<sup>nd</sup>,3<sup>rd</sup> Floor of PTI Building & its office at Jeevan Tara Building, New Delhi and any other office space in Delhi

National Highways & Infrastructure Development Corporation Limited is a Public Sector Undertaking fully owned by the Ministry of Road Transport and Highways, Government of India. NHIDCL proposes to empanel the advertising agencies which can manage issue of recruitment and similar other advertisements in National dailies and other newspapers, including regional language Newspapers. National Highways & Infrastructure Development Corporation Ltd. is mandated to promote, survey, establish, design, build, operate, maintain and upgrade National Highways and Strategic Roads including interconnecting roads in parts of the Country which share international boundaries with neighboring countries. Further details about NHIDCL are available on NHIDCL's website www.nhidcl.com.

- 2. The complete Tender Document can be downloaded from the website of NHIDCL www.nhidcl.com.
- 3. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The technical bids are to be submitted by both ways i.e. Online on CPP portal as well as a physical copy on or before 16.07.2020 (by 11 am). The physical sealed bid super scribed "Technical bid for supply and maintenance of potted plants, flower bunches and cut flower pots/buckets in National Highways & Infrastructure Development Corporation Ltd (NHIDCL) at its office at Ground, 2<sup>nd</sup>, 3<sup>rd</sup> Floor of PTI Building & its office at Jeevan Tara Building, New Delhi and any other office space in Delhi" should be dropped in the Tender Box kept for the purpose at reception of NHIDCL at 3<sup>rd</sup> Floor PTI Building, 4 Parliament Street, New Delhi-110001 on or before the prescribed time and date.

### N.B.- Approx. annual cost of the tender at existing rate contract is Rs. 3.5 Lakh.

4. **The Financial Bid** for supply and maintenance of potted plants, flower bunches and cut flower pots/buckets in National Highways & Infrastructure Development Corporation Ltd (NHIDCL) at its office at Ground, 2<sup>nd</sup>, 3<sup>rd</sup> Floor of PTI Building & its office at Jeevan Tara Building, New Delhi and any other office space in Delhishould be submitted only through online process athttps://eprocure.gov.in

In case of assistance in this regard please contact **Sh. Ravi Bharadwaj on his mobile** number # 9953090169.

- 5. Interested Companies/ Firms/ Agencies may submit their bids complete in all respects along with Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) and other requisite documents on or before 16.07.2020 (by 11.00 A.M.) to the DGM (A), National Highways & Infrastructure Development Corporation Limited, 3<sup>rd</sup> Floor, PTI Building, 4-Parliament Street, New Delhi-110001. No bid shall be entertained after this deadline under anycircumstances, whatsoever. The Technical Bids will be opened at 11:00 AM on 17.07.2020 and Financial Bids of only technically qualified bidders will be opened on a date to be notified later on, in the presence of authorized representative of the Bidders who wish to be present.
- 6. NHIDCL reserves the right to amend or withdraw any of the terms & conditions contained in the Tender Document or to reject any or all bids without giving any notice or without assigning any reason thereof. The decision of the National Highways & Infrastructure Development Corporation Limited in this regard shall be final and binding on all the bidders.
- 7. Any corrigendum/addendum shall be issued only on the website of NHIDCL.

DGM (A)

#### Copy to:

- 1. PS to MD & Director (A&F), NHIDCL
- 2. IT Cell for display in NHIDCL and CPPP website.

### A. GENERAL INSTRUCTIONS FOR BIDDERS

- National Highways & Infrastructure Development Corporation Limited invites etenders through CPP Portal under **TwoBid System** i.e. Technical Bid and Financial Bid for supply and maintenance of potted plants, flower bunches and cut flower pots/buckets in National Highways & Infrastructure Development Corporation Ltd (NHIDCL) at its office at Ground, 2<sup>nd</sup>, 3<sup>rd</sup> Floor of PTI Building & its office at Jeevan Tara Building, New Delhi and any other office space in Delhi.
- 2. The initial period of contract would be for a period of **two years**from the date of award of the contract extendable up to a further period of one year on satisfactory performance on the same terms & conditions and on mutual consent or curtailed/ terminated at any time before expiry of contract period depending upon requirement of NHIDCL. The matter regarding renewal of contract beyond the initial period of contract of two years shall be at the sole discretion of NHIDCL.
- 3. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The technical bids are to be submitted by both ways i.e. Online on CPPP portal as well as a physical copy on or before 16.07.2020 (by 11.00 A.M.). The physical sealed bid super scribed "Technical bid for supply and maintenance of potted plants, flower bunches and cut flower pots/buckets in National Highways & Infrastructure Development Corporation Ltd (NHIDCL) at its office at Ground, 2<sup>nd</sup>, 3<sup>rd</sup> Floor of PTI Building & its office at Jeevan Tara Building, New Delhi and any other office space in Delhi" should be dropped in the Tender Box kept for the purpose at reception of NHIDCL at 3<sup>rd</sup> Floor PTI Building, 4 Parliament Street, New Delhi-110001 on or before the prescribed time and date.
- 4. **The Financial Bid** for supply and maintenance of potted plants, flower bunches and cut flower pots/buckets in National Highways & Infrastructure Development Corporation Ltd (NHIDCL) at its office at Ground, 2<sup>nd</sup>, 3<sup>rd</sup> Floor of PTI Building & its office at Jeevan Tara Building, New Delhi and any other office space in Delhi **should be submitted only through online process athttps://eprocure.gov.in** In case of assistance in this regard please contact **Sh. Ravi Bharadwaj on his mobile number # 9953090169.**
- 5. Interested Companies/ Firms/ Agencies may submit their bids complete in all respect along with Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) and other requisite documents on or before 16.07.2020 (by 11.00 A.M.) to DGM (A), National Highways & Infrastructure Development Corporation Limited, 3<sup>rd</sup> Floor, PTI Building, 4-Parliament Street, New Delhi-110001. No bid shall be entertained after this deadline under anycircumstances, whatsoever. The Technical Bids will be opened at 11:00 AM on 17.07.2020 and Financial Bids of only technically qualified bidders will be opened on a date to be notified later on, in the presence of authorized representative of the Bidders who wish to be present.
- 6. Conditional bids shall **not** be considered and will be summarily rejected in the very first instance.
- 7. The complete Tender Documents can be downloaded from the website of NHIDCL www.nhidcl.com.

- 8. NHIDCL reserves the right to amend or withdraw any of the terms & conditions contained in the Tender Document or to reject any or all bids without giving any notice or without assigning any reason thereof. The decision of the National Highways & Infrastructure Development Corporation Limited in this regard shall be final and binding on all the bidders.
- 9. The **various crucial dates/ time** related to "Tender for rate contract for supply and maintenance of potted plants, flower bunches and cut flower pots/buckets in National Highways & Infrastructure Development Corporation Ltd (NHIDCL) at its office at Ground, 2<sup>nd</sup>, 3<sup>rd</sup> Floor of PTI Building & its office at Jeevan Tara Building, New Delhi and any other office space in Delhi" are as under:

(a)	Date of issue of tender on CPP portal	23.06.2020 at 6 pm
(b)	Pre-Bid Conference	30.06.2020 at 11 am
(c)	Clarification on the Pre-Bid Conference (to be posted on <a href="https://www.nhidcl.com">www.nhidcl.com</a> )	02.07.2020
(d)	Last date and time for submission of Tender documents	16.07.2020 by 11 am
(e)	Date and time for opening of Technical Bids of Tender documents	17.07.2020 at 11 am
(f)	Date and time for opening of Financial Bids of Tender documents	To be notified later on

- 10. Interested Bidders seeking any clarification about any aspect of the tender, may participate in Pre-Bid conference. The written reply if any, to these clarifications shall be posted on the Company website <a href="www.nhidcl.com">www.nhidcl.com</a> as per schedule above. No communication/request for clarification in this respect shall be entertained thereafter.
- 11. The **Earnest Money Deposit (EMD)** of Rs. 10,000/- (Rupees Ten Thousand Only), refundable (without interest) should be necessarily kept in the sealed cover containing Technical Bid of the Agency in the form of Demand Draft/ Pay Order drawn separately in favour of "National Highways & Infrastructure Development Corporation Limited, New Delhi, payable at New Delhi", failing which the tender shall be rejected summarily. The exemption of EMD to NSIC registration certificates issued by MSME for providing similar services will be allowed as per the Govt. policy. The earnest money shall be forfeited if the contractor does not accept the work for any reason, whatsoever. The EMD of all the bidders shall be returned immediately after the successful bidder submits the performance security as per the order. If the successful bidder fails to submit the performance security, the EMD of that bidder will be forfeited and the bidder shall be debarred from NHIDCL's tenders for three years.
- 12. The successful bidder shall furnish a **performance security** of an amount of Rs. 20,000/- in the form of Fixed Deposit Receipt (FDR) made in the name of the Agency but <u>hypothecated</u> to **National Highways &Infrastructure Development Corporation Limited, New Delhi.** The bidder should discharge the FD by affixing the requisite revenue stamp and signature of the authorised signatory in the bank of the bidder. Alternatively, the bidder may provide Bank Guaranteeissued in favour of **National Highways & InfrastructureDevelopment Corporation Limited, New Delhi** covering two months in addition to the initial period of contract. On subsequent renewal/ extension of the contract, the FDR/ BG shall accordingly be renewed by the successful bidder for two months in addition to the extended contract period.

In case the bidder is not in position to provide the FDR as mentioned above, the bidder may provide aFDR in the name of the NHIDCL and a certificate from their bank indicating the following:

- FD No..... issued in favour of NHIDCL can be encashed by NHIDCL without any reference to .....(name of the bidder)
- .....(name of the bidder) shall not be allowed to encash this FD without NOC from NHIDCL.
- Interest shall accrue to the ....(Name of the bidder).

In case of breach of any of the terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by the National Highways & Infrastructure Development Corporation Limited besides annulment of the contract and the agency become liable for blacklisting.

- 13. <u>Termination of the Contract/Agreement:</u> NHIDCL reserves the right to terminate the contract without any prior notice and without assigning any reasons therefore.
- 14. **Arbitration:** Except where otherwise provided for in the contract, all questions and disputes, claims, rights, matters or things whatsoever in any way arising out of or relating to the contract thereof shall be referred to the 'Dispute Resolution Committee' to be appointed by the Director (A&F), NHIDCL before taking recourse for resolution of dispute through Arbitration. In case dispute is not resolved at Dispute Resolution Committee level and still persists, the same shall be referred to the Sole Arbitrator to be appointed by Director (A&F)/MD, NHIDCL. The Arbitrator to whom the matter is originally referred is either transferred or vacates his office or is unable to act for any reason, the appointing authority for Arbitrator, as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Provision of the Arbitration and Conciliation Act, 1996, as amended or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 15. **Legal Jurisdiction**: All legal disputes are subject to the Delhi Courts Jurisdiction only.
- 16. (i) All entries in the tender form should be legible and filled clearly. If the space for furnishing the information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Non-adherence to this stipulation shall render the bid as non-responsive.
  - (ii) Technical Bid must be Indexed and page numbered.
  - (iii) All the pages of the tender document must be signed and duly affixed with the rubber-stamp of the firm as an acceptance of all the terms & conditions contained therein, by an authorized signatory.
  - (iv) In case the signatures are made by a person other than Proprietor or designated Official of the firm, an authority letter in his/her name must be attached in original.

#### 17. INSTRUCTIONS FOR ONLINE BID SUBMISSION

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: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

### **REGISTRATION**

Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) 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.

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.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificates (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/nCode/eMudhra etc.), with their profile.

Only one valid DSC should be registered by a 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. Bidder then logs in to the site through the secured log-in by entering their user ID/ Password and the password of the DSC/eToken.

### **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.

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/email in case there is any corrigendum issued to the tender document.

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.

### PREPARATION OF BIDS

Bidder should take into account any corrigendum published in respect of the tender document before submitting their bids. It may be noted that any corrigendum/addendum shall be issued only on the website of NHDICL.

Please go through the tender document carefully to understand the documents required to be submitted as part of the bid.

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.

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" as available.

### **SUBMISSION OF BIDS**

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. The bidder has to digitally sign and upload the required bid document one by one as indicated in the tender document.

Bidder has to select the payment option as "Offline" to pay the tender fee/EMD as applicable and enter the details of the instrument.

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 colored (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.

The server time (which is displayed on the bidder's 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 bidder should follow this time during bid submission.

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 asymmetric encryption using buyers/ bid opener's public keys. Overall, the

uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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.

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.

### **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. OR Toll Free Number 1800-3070-2232 and Sh. Ravi Bharadwaj on his mobile number # 9953090169.

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### B. Qualifying / Eligibility Criteria:

Technical bid of an agency not meeting any of the following criteria shall not be considered for evaluation. Documentary evidence in this regard and a certificate duly signed by a Chartered Accountant shall be submitted in support of correctness of the information. Canvassing in any form will attract disqualification.

- i) Agency must be in the business for supply and maintenance of potted plants, flower bunches and cut flower pots/buckets having average annual turnover not less than Rs. 3.5 Lakh, during the financial years 2016-17, 2017-18 and 2018-19 (audited figures) duly signed by a Chartered Accountant with UDIN No.
- ii) The Company's Corporate Office/ Head Office should be in Delhi. A certificate duly signed by a Chartered Accountant shall be attached.
- iii) The agency shall be registered with the Competent Authority for GST etc. A certificate duly attested by aChartered Accountant shall be attached.
- iv) The agency shall have clients' profile with Government organizations/PSUs. A list of clients, duly attested by a Chartered Accountant shall be attached.
- v) The agency shall submit an affidavit of self-declaration stating that it has not been black listed by any Central/State Govt. Ministry/Deptt. or PSU during the last three years.
- vi) The Bidder must have experience of successful completion of similar work of supply and maintenance of potted plants, flower bunches and cut flower pots/ buckets of one work of at least Rs. 3lakh or two works costing not less than Rs. 1.75lakh or three works costing not less than Rs. 1.5 lakh during the last 07 years ending31.05.2020.
- vii) The agency must provide PAN No. of firm or proprietor with copy attested by a Chartered Accountant.
- viii) The firm / contractor should have prior experience in similar field and should have undertaken identical work in any Government Department / PSUs/ Autonomous bodies / Research Institutions, etc. for at least two years (A copy of the certificate to be enclosed).

### C. Evaluation criteria:

- 1. All the technical bids will be scrutinized to assess their eligibility, based on the "Eligibility Criteria" as mentioned above. The offers not meeting the said criteria shall be summarily rejected.
- 2. All the eligible technical bids will be evaluated based on the 'Parameters' as per the format given below:

A minimum score for Technical Bid (Tn) of 60 (out of 100) is required for qualifying in technical bid evaluation based on the following criteria:-

SI. No.	Parameters	Marks			
(i)	Length of experience of providing similar service of supply and maintenance of potted plants/flower bunches, cut flower pots/buckets, etc. Relevant proof documents must be attached	i. 2 years and up to 4 years (up to 31.05.2020) = 05 marks ii. More than 4 years and up to 6 years(up to 31.05.2020) = 10 marks iii. More than 6 years and up to 8 years (up to 31.05.2020)= 15 marks iv. Above 8 years (up to 31.05.2020) = 20 marks			
(ii)	Client profile — Number of Government organizations/PSUs serving/served (list of clients to be enclosed with the technical bid) Work award letters and supporting proof to be submitted in support	5 marks for each client subject to maximum 20 marks			
(iii)	Client profile — Number of private organizations presently serving/served (list of clients to be enclosed with the technical bid). Work award letters and supporting proof to be submitted in support	5 marks for each client subject to maximum 20 marks			
(v)	Level of client satisfaction for completion of works of similar nature valued not less than Rs. 1.5 lakh, during the last 7 (seven) years upto 31.05.2020(certificate from client organization to be attached with the technical bids).	5 marks for each client certificate with outstanding/excellent, 4 marks for very good and 3 marks for good/satisfactory service.			
	technical bids).	(4 best certificates will be taken into consideration subject to maximum 20 marks)			

(vi)	Sound financial standing of the tendering firm in terms of average annual turnover,	Max	cimum 20 Marks
	during the last three years i.e. 2016-17, 2017-18, 2018-19 (relevant certificate	i.	From Rs.3 Lakh up to Rs. 5 lakh = 05 marks
	duly attested from a CA must be appended.	ii.	More than Rs.5 Lakh up to Rs. 7 lakh = 10 marks
		iii.	More than Rs. 7 Lakh up to Rs. 9 lakh = 15 marks
		iv.	Above Rs. 9 lakh = 20 marks

- **a.** Financial bids of only technically qualified and eligible bidders would be opened.
- b. Final selection shall be based on L-1 basis in Financial Bid.
- c. Conditional Bids are liable to be rejected.
- d. Please note that the work shall be awarded to the agency which stands L-1 in overall quote. <u>L-1 WILL BE DECIDED ON THE BASIS OF AVERAGE OF RATE OF ALL ITEMS.</u>
- **e.** In case L-1 defaults, NHIDCL reserves the right to forfeit the EMD of defaulter and award the work to next lowest bidder till L-3, (i.e. L-2 & L-3 in that order), provided they agree to match the quote(s) of L-1, if their quoted price(s) are higher.
- **f.** In case two or more technically qualified firms quote the same lowest price, the firm having the highest Average Annual Turnover during the last three FY i.e. 2016-17, 2017-18 & 2018-19 among the lowest bidders shall be awarded the contract.

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### D. Other Requirements and Terms and Conditions of the Tender

### **Details of the requirements**

- 1. One hundred and twenty (120) approx. potted plants are required to be placed initially with base tray and about 200 flower sticks every alternate day are required for preparation of flower pots in the corridors/conference rooms/cabins in National Highways & Infrastructure Development Corporation Ltd (NHIDCL) at its office at Ground, 2<sup>nd</sup>, 3<sup>rd</sup> Floor of PTI Building & its office at Jeevan Tara Building and any other office space in New Delhi. Plants are to be supplied, maintained and to be replaced as per requirement.
- 2. The number of potted Plants and cut flowers may increase / decrease during the contract period and the payment will be made proportionately.
- 3. Quality and type of Flowers and potted Plants will be according to the satisfaction of NHIDCL.
- 4. For preparation of flower pots, fresh flowers will be brought in the office and pots will be prepared in the office premises and the cutting work, etc. will be done in the office premises itself in the presence of designated staff.

### **Terms and Conditions**

- 1. The initial period of contract would be for a period of **two years**from the date of award of the contract extendable up to a further period of one year on satisfactory performance on the same terms & conditions and on mutual consent or curtailed/ terminated at any time before expiry of contract period depending upon requirement of NHIDCL. The matter regarding renewal of contract beyond the initial period of contract of two years shall be at the sole discretion of NHIDCL.
- 2. The contracting Agency shall not be allowed to transfer, assign, pledge or sub-contract the work under this contract to any other agency. The Agency shall not appoint any sub-contractor to carry out any obligation under the contract.
- 3. The Agency shall bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the Central Government or any local body or authority. The agency shall furnish such proof of payment of compliance or the obligations including registration certificates, receipts licenses, clearance

certificates etc.

4. The Agency shall be solely responsible for compliance of all statutory provisions like payment of minimum wages to the personnel deployed, ESI, Insurance, PF, etc. Amendments made to these laws/ acts by the Central Government will be automatically applicable for compliance by the Service Provider without any separate sanction for the same.

- 5. The Agency is responsible for compliance to the provisions of various labour and industrial laws relating to the personnel deployed by it for the purpose or for any accident caused to them and NHIDCL shall not be liable to bear any expense in this regard.
- 6. NHIDCL shall not be held responsible for any statutory non-compliance on the part of the Agency with respect to the Labour Laws including PF, ESI, Workman Compensation, Insurance, Minimum Wages Act, Labour Safety, etc.

  or

  otherwise.
- 7. The Tax Deducted at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provide to the agency by the National Highways & Infrastructure Development Corporation Limited.
- 8. The payment against supply of above items will be made on monthly basis for which bills may be submitted as per approved rates by the 1<sup>st</sup> week of each month, in respect of jobs executed during the previous month with certificate, from officers nominated by this office for this purpose, about the quality of cut flowers and potted plants provided in the office premises of NHIDCL.
- 9. For this purpose the agency should follow the following procedure: (i)For supply of flowers every day, they should obtain the satisfactory report from Dy.GM(A) or his authorized person. (ii) For maintenance of plants the agency should ensure watering of plants every day and shall be replaced as and when required by NHIDCL. In case of any deficiency as registered by any such authorized persons penalty clause will be invoked and amount will be deducted from the bill payable to the agency.
- 10. Advance Payment will not be made. All payments will be released after satisfactory service and supply of materials/documents at NHIDCL. In case of any delay due to unforeseen circumstances or improper bills submission, no interest shall be paid on late payment.
- 11. In the event of any loss incurred by NHIDCL on account of the negligence of Agency / firm / contractor, the later shall compensate the loss either by replacement or by payment of adequate compensation.
- 12. The Agency shall be responsible for the conduct and behavior of its employee(s).
- 13. The Agency / firm / contractor shall also not appoint any close relative of any employee of NHIDCL for carrying out the work in any manner whatsoever.

- 14. The order placed by NHIDCL shall be carried out strictly as per terms and conditions of contract and any delay / non delivery or deviation / deficiency in the quality from written agreement may attract monetary penalty of Rs. 500/for each day of non-compliance.
- 15. If there is repeated deviation from scheduled delivery the contract may be terminated.
- 16. The work relating to watering and replacement of plants / flowers in flower pots shall be completed by 9:00 AM each day. Failure to do so will attract the provision of penalty clause.
- 17. The quality and freshness of Flowers supplied shall be ensured and maintained by the Agency / firm / contractor.
- 18. The plants and flowers supplied in NHIDCL as well as the pots shall be regularly maintained / watered and shall be replaced as and when required by NHIDCL.
- 19. In case any plant or flower pot is found in unsatisfactory condition, the same will have to be replaced immediately on direction of NHIDCL.
- 20. The persons deputed by the firm for placing the plants and flowers in NHIDCL should not be changed without prior knowledge and consent of NHIDCL.
- 21. The earnest money shall be forfeited if the contractor does not accept the work for any reason, whatsoever. The EMD of all the bidders shall be returned (without interest) after the successful bidder submits the performance security as per the order. If the successful bidder fails to submit the performance security, the EMD of that bidder will be forfeited and the bidder shall be debarred from NHIDCL tenders for three years.
- 22. NHIDCL reserves the right to terminate the contract without any prior notice and without assigning any reasons therefore.

DGM (Admin) NHIDCL

## **TECHNICAL BID**

SI. No	Particulars	Details to be filled by the Agency	Ref Page No.
1.	Name of the Firm/ Agency	,	
2.	Registered office/business address of the Agency		
3.	Name of Contact Person		
4.	Corporate Office/Head Office Address with telephone, Fax numbers, Email and name(s) (proof of address duly attested by CA)		
5.	Year of Incorporation/Constitution of the Firm/Agency (attach proof attested by CA)		
6.	Income Tax - PAN No. (Attach copy of PAN attested by CA) of firm or proprietor		
7.	GST. (Attach copy of GST No. attested by CA)		
8.	Whether registered with Registrar of Companies. Date of Registration (Attach copy of Registration Certificate attested by CA)		
9.	Length of Experience of providing similar services. (Attach copy of orders/any other documentary proof)		
10.	Whether the agency is providing services to Central Government/State Government/ any PSU etc. Give names of institutions /agencies empanelled/providing such services. (Attach copy of Orders		

	/ proof duly attested by CA)		
11.	Whether the agency is providing services to reputed private organizations etc. Give names of institutions /agencies empanelled/providing such services. (Attach copy of Orders / proof duly attested by a CA)		
12.	Names, address & telephone numbers of maximum four Govt. corporate clients may be provided for obtaining necessary confirmation regarding the standard of service and other relevant detail regarding client satisfaction.		
14.	Whether the agency has achieved average annual turnover of Rs. 3.5 lakhduring the last three financial years i.e. FY 2016-17/2017-18/2018-19 (Audited figures) duly signed by a CA with UDIN No.	YES/NO Turnover for :- FY 2016-17 Rs FY 2017-18 Rs FY 2018-19 Rs	
17	Level of client satisfaction (certificate from client organization to be attached, proof duly attested by a CA)		
18	Whether the bidder has experience of successfully completion of similar work of supply and maintenance of potted plants, flower bunches and cut flower pots/buckets of one work of at least Rs. 3 lakh or two works costing not less than Rs. 1.75 lakh or three works costing not less than Rs. 1.5 lakh during the last 07 years ending 31.05.2020.		
19	Whether affidavit of self- declaration stating agency has not been blacklisted during the last 3 years by any central/state govt ministry/dept/psu has been provided (provide proof attested by a CA)		

20. Details of EMD:
Demand Draft/Pay Order NoDate of issueName of issuing bank
21. Verification —
It is certified that all the details furnished in the application are true and correct to the best of my knowledge and in case any information is found false/incorrect or if any material information has been found to be suppressed, the application shall be liable for rejection, besides initiation of penal proceedings by NHIDCL as it deems fit.
Date:
Place:
Signature of authorized signator

### **FINANCIAL BID**

Name and address of tendering Service Provider Company / Firm / Agency

Bid for award of annual contract for supply and maintenance of potted plants, flower bunches and cut flower pots/buckets in National Highways & Infrastructure Development Corporation Ltd (NHIDCL) at its office at Ground,  $2^{\rm nd}$ ,  $3^{\rm rd}$  Floor of PTI Building & its office at Jeevan Tara Building, New Delhi and any other office space in Delhi

S. No.	Name of Items		Rate per including (Rs.) In words	unit GST	Rate per including (Rs.) In figures	unit GST
1.	Supply and mai plants (Mix plan (Money plants Croton, and Jun plant for a mon			5		
2.	11.					
	Snake plant (per Rama Tulsi (Gre	• ,				
	Christmas Cactu					
	Gerbera (Orange					
	Aloe Vera (per p					
	Orchid (per plan	t)				
3.	Flower sticks for Flower	Mixed flowers (10 sticks)				
	pots	Rose (all color) (10 sticks)				
		Lily (10 sticks)				
	Rajnigandha (10 sticks					
		Carnation (10 sticks)				
4.	Mixed flower Committee Ro bunch) – at least					

5.	Bouquets 20 sticks (Rose) (per bouquet)	
6.	Bouquets 10 sticks (Rose) (per bouquet)	
7.	Bouquets of mix flower 20 sticks (per bouquet)	
8.	Bouquets of mix flower 10 sticks (per bouquet)	
9.	Planters of good quality plastic material per piece as per requirement	
	Total Amount in Rs.	

# L-1 WILL BE DECIDED ON THE BASIS OF AVERAGE OF RATE OF ALL ITEMS.

I/We accept all the terms and conditions given in the tender

Signature of Proprietor / Authorized signatory with date

(Seal of Firm)

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### <u>ACCEPTANCE LETTER</u> (to be put in the cover)

(To be given on Company Letter Head)

The Deputy General Manager (Admin), NHIDCL, 3rd floor, PTI Building. 4-Parliament Street New Delhi – 110 001

<u>ACCEPTANCE OF NHIDCL'S TENDER DOCUMENT –</u> Tender for rate contract for supply and maintenance of pottedplants, flower bunches and cut flower pots/buckets in National Highways & Infrastructure Development Corporation Ltd (NHIDCL) at its office at Ground,  $2^{nd}$ ,  $3^{rd}$  Floor of PTI Building & its office at Jeevan Tara Building, New Delhi and any other office space in Delhi

Sir,

- 1. The tender document for the work for supply and maintenance of pottedplants, flower bunches and cut flower pots/buckets in National Highways & Infrastructure Development Corporation Ltd (NHIDCL) at its office at Ground, 2nd, 3rd Floor of PTI Building & its office at Jeevan Tara Building, New Delhi and any other office space in Delhi for National Highways & Infrastructure Development have been downloaded from NHIDCL website and I/We hereby certify that I/We have understood the entire terms and conditions of the tender document. I/We shall abide by the conditions/clauses contained therein.
- 3. My Company/ Agency/ Firm has not been blacklisted/ debarred from participating in tender of any Ministry/ Department/ PSU of Govt. of India in the last 3 years.
- 4.The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
- 5. I/We hereby unconditionally accept the tender conditions of NHIDCL's tender documents in its entirety for the above work.
- 6. The contents of clauses of the tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates, if any) in the tender and the same has been followed in the present case. In case, this provision of the tender is found violated after opening the cover, I/We agree that the tender shall be rejected and NHIDCL shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely,

- 7. That I/We declare that I/We have not paid and will not pay any bribe to any officer of NHIDCL for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of NHIDCL asks for bribe/gratification, I/We will immediately report it to the Appropriate Authority in NHIDCL.
- 8. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stages, besides forfeiture of Earnest Money/ Security Deposit and liabilities towards prosecution under appropriate law.

9.	The required	earnest money	amounting to I	Rs	by way	of Demand	draft/Pay	Order
No	Drawn c	onpayable	e at	is enclose	d here w	ith.		

Yours faithfully,

(Signature of Tenderer with Date: Seal/rubber stamp)