

**Government of India**  
**MINISTRY OF EXTERNAL AFFAIRS**  
**(Establishment Division)**  
**Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,**  
**New Delhi-110011, INDIA**

**No: O/EF-Conf/881/1/2017**

**E-NOTICE INVITING TENDER FOR SUPPLY OF FLOWER BOUQUETS IN ROOMS OF SENIOR OFFICERS AND IMPORTANT LOCATIONS IN MEA OFFICES AT JAWAHARLAL NEHRU BHAWAN AND SOUTH BLOCK, NEW DELHI.**

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**No: O/EF-Conf/881/1/2017**

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MINISTRY OF EXTERNAL AFFAIRS  
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Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,  
New Delhi-110011, INDIA**

**SECTION-1**

**(NOTICE INVITING E-TENDER)**

**Government of India**  
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**E-NOTICE INVITING TENDER FOR SUPPLY OF FLOWER BOUQUETS IN ROOMS OF SENIOR OFFICERS AND IMPORTANT LOCATIONS IN MEA OFFICES AT JAWAHARLAL NEHRU BHAWAN AND SOUTH BLOCK, NEW DELHI.**

On behalf of the President of India, Ministry of External Affairs invites online bids for Supply of Flower Bouquets in rooms of Senior Officers and important locations in MEA Offices at Jawaharlal Nehru Bhawan and South Block, New Delhi as per details given in the tender documents.

<b>Tender No: Q/EF-Conf/881/1/2017</b>		<b>DATED: 02.11.2017</b>
<b><u>Important</u></b> <b><u>Dates</u></b>		
<b>Published Date</b>	<b>02.11.2017</b>	
<b>Bid Document Download Start Date</b>	<b>02.11.2017</b>	
<b>Clarification Start Date</b>	<b>02.11.2017</b>	
<b>Clarification End Date</b>	<b>08.11.2017</b>	
<b>Pre bid site visit date</b>	<b>09.11.2017; 1100 Hrs</b>	
<b>Bid Submission Start Date (online)</b>	<b>09.11.2017; 1200 Hrs</b>	
<b>Bid Submission End Date (online)</b>	<b>23.11.2017; 1200 Hrs</b>	
<b>Date of Technical Bid Opening (online)</b>	<b>24.11.2017; 1500 Hrs</b>	

2. The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> **Manual bids shall not be accepted.** EMD of Rs. 3,00,000/- is payable by way of Demand Draft drawn in favour of “PAO, MEA, New Delhi”.

3. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding.

(B Subba Rao)  
US(Establishment)  
Tel: 011- 49015104

**No: Q/EF-Conf/881/1/2017**

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**SECTION-2**

**(AFFIDAVIT)**

**(ON NON-JUDICIAL STAMP PAPER OF RS.10/)**

**AFFIDAVIT**

I/we ..... Partner(s)/Legal Attorney/Proprietor(s) /Accredited Representative(s) of M/s..... solemnly declare that :

2. I/we am/are submitting tender for Supply of Flower Bouquets in rooms of Senior Officers and important locations in MEA Offices at Jawaharlal Nehru Bhawan and South Block, New Delhi against Tender Notice No. **Q/EF-Conf/881/1/2017** dated .....

3. I/we or our partners do not have any relative working in Ministry of External Affairs, New Delhi.

4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.

5. My/our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.

6. If my/our bid is accepted, I/we commit to submit a Performance Guarantee in accordance with the Bidding Documents.

7. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".

8. If any information or document submitted is found to be false/incorrect, department may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD) and blacklisting of my/our firm and all partners of the firm etc.

9. I/we also declare that the Government of India or any other Government body has not issued any showcause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

10. The workers provided by me/us would not have any employer-employee relation with the Ministry of External Affairs and thereby not claim any regularization of their services or enhancement in their wages from Ministry.

11. All the workers provided by me/us will have their Bank Account and the payment of their salary will be made through these Bank Accounts. Besides, compliance of all prevalent labour laws/regulations, including minimum wages as revised from time to time by the Government, shall be my/our responsibility.

12. We will deploy only well-trained and police verified workers on this site.

13. We have modern equipment, latest technical expertise and sufficient manpower for the subject work.

14. We will use branded material only with quality upto the satisfaction of the client.

15. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that MEA is not bound to accept highest ranked bid / lowest bid or any other bid that MEA may receive.

(Signature of the bidder with Seal)

Seal of Notary

**Date :**

**No: Q/EF-Conf/881/1/2017**

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(Establishment Division)  
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New Delhi-110011, INDIA**

**SECTION-3**

**(GENERAL INSTRUCTIONS)**

1. The following shall be the eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

**A. MINIMUM ELIGIBILITY CRITERIA:**

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

- (a) **Legally Valid Entity:** The bidder shall necessarily be a legally valid entity in the form of a Limited Company/Private Limited Company/Proprietorship/Partnership firm registered under the Companies Act, 1956 or other appropriate authorities. Bidding in the form of JV/Consortium is not permitted.
- (b) **Existence :** The Bidder must be in **existence for a minimum period of 5 years as on 31<sup>st</sup> March 2017** from the date of registration under the appropriate act.
- (c) **Licenses/Registration:** The bidder must be registered with the Income Tax and GST.
- (d) **Experience :** The bidder must have successfully completed one work of the same nature of a value of Rs. 48,00,000/- OR two works of the same nature of value of Rs. 30,00,000/- each OR three works of same nature of value of Rs. 24,00,000/- each in Central / State Govt. Departments / Ministry's / Organisations of the Govt. of India / State Government / PSU's and reputed Private Organisations during the last three financial years ending 31<sup>st</sup> March, 2017.
- (e) **Financial Status :** The Bidder should have an annual financial turnover of Rs. 60,00,000/- during each of the three financial years ending 31<sup>st</sup> March, 2017 i.e. for 2014-15, 2015-16 and 2016-17.

**Exemption :** The eligibility criteria related to turnover and prior experience [ as mentioned in points (d) and (e) above] has been relaxed for all Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications.

- (f) The weightage may be given to the agency having its presence in multiple locations in Delhi, NCR regions.

**(B) Documents supporting the Minimum Eligibility Criteria:**

- (a) In proof of having fully adhered to the minimum eligibility criteria at (a & b), attested copies of certificates of incorporation and Memorandum of Article of Association issued by the registrar of Companies shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.
- (b) In proof of having fully adhered to minimum eligibility criteria at (c), attested copies of following shall be submitted:
  - PAN
  - GST

Attested copies of these documents to be uploaded with Technical Bid. All the licenses must be in the name of bidder. Copies to be attached with bidding document.

- (c) In proof of having fully adhered to minimum eligibility criteria at (d), attested copies of Satisfactory Work Completion Certificates (describing the nature and items of works completed) issued by the client Central / State Govt. Departments / Ministry's / Organisations of the Govt. of India / State Government / PSU's and reputed Private Organisations, mentioning clearly the period during which services were provided along with annually/monthly value of the contract, shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.
- (d) In proof of having fully adhered to minimum eligibility criteria at (e), attested copy of the income tax return and audited balance sheets for last complete three financial years i.e. for 2014-15, 2015-16 and 2016-17 [ P & L Account & Balance Sheet must be attached for 03 years]

shall be accepted. Attested copies of these documents to be uploaded with Technical Bid. The Company should not have incurred loss during the last three financial years and have a positive net worth.

- (e) The following documents may also requested be attached with Technical Bid:
- i. Power of Attorney/ Authorisation- firm's authorising representative to bid on their behalf and sign all bid documents.
  - ii. Company's profile.
  - iii. Signed bid document (on all pages).

## 2. SUBMISSION OF ONLINE BIDS:

2.1 The bid shall be submitted online only at Central Public Procurement Portal Website:<http://eprocure.gov.in/eprocure/app>. Manual bids will not be accepted under any circumstances.

2.2 Bidders are advised to follow the instructions provided in the "Instruction to Bidders" specified at Section 7 of this Tender document for e-submission of the bids online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender.

2.3 All documents as per tender requirement shall be uploaded online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> and no documents except original demand draft towards EMD will be accepted offline.

2.4 Bid of bidders not submitting any of the required documents online will be summarily rejected.

2.5 Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.

2.6 The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.

2.7 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

2.8 The online bids (complete in all respects) must be uploaded online in Two Covers (Cover-I: Technical and Cover-II: Financial bid) as per Annexure-I and Annexure-II respectively in PDF Format.

## 3. Earnest Money Deposit(EMD),Tender Fee & Performance Security Deposit:-

3.1 The scan copy of Earnest Money Deposit (EMD) for a value of **Rs.3,00,000/- (Rupees Three Lakhs only)** should accompany the Technical Bid in the form of Demand Draft drawn in favour of 'Pay and Accounts Officer, MEA' payable at New Delhi shall be e-submitted as .pdf file along with envelope 1 (technical bid).

3.2 The original hard copy of **Earnest Money Deposit (EMD) of Rs.3,00,000/- (Rupees Three Lakhs only)** in the form of Demand Draft in favour of **"Pay & Account Officer, Ministry of External Affairs"** is also required to be submitted in a sealed envelope superscribed **"EMD for Supply of Flower Bouquets in rooms of Senior Officers and important locations In MEA Offices at Jawaharlal Nehru Bhawan and South Block, New Delhi"**, **on or before the closing date and time of e-submission of online bids** to Administrative Officer, Establishment Facilities Section-Conferences, Room No. 0102, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011. Tel No: 011-4901 5267, E-Mail: [aoconf@mea.gov.in](mailto:aoconf@mea.gov.in); failing which the bids will not be considered.

3.3 Tender received without EMD or EMD for lesser amount will be summarily rejected.

3.4 **Exemption :** Bid Security (also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department.



3.5 The EMD shall be returned to the bidder(s) whose offer is not accepted by the Ministry within 30 days from the date of signing the agreement with the successful bidder. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.

3.6 The EMD of the successful bidder will be returned on receipt of Performance Guarantee.

3.7 The EMD of a bidder will be forfeited, if the bidder withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

3.8 **Tender Fee:** No cost of tender documents will be charged for the tender documents downloaded by bidders.

### **3.9 Performance Security Deposit (PSD):-**

3.9.1 PSD @ 10% of order value of the contract shall have to be made ***within 7 days of receipt of the communication of the selection of the bid*** in pursuance of conditions / instructions to the bidders.

3.9.2 PSD shall be in the form of Demand Draft / Pay order payable to Pay and Accounts Officer, MEA, New Delhi

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18

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20 / Deposit receipt from a Nationalized Bank / Bank Guarantee from a Nationalized Bank in the form given at Form-IV.

3.9.3 The PSD should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation, if any. *EMD shall be refunded to the successful bidder on receipt of performance security.*

3.9.4 PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

4. **FINANCIAL BID:** The bidder must submit their financial bid in the prescribed format (BOQ.pdf File) – specified at Annexure II of this tender document and no other format is acceptable. Bidders are required to sign on every page of Financial Bid and upload the dully filled in bid documents online without changing the format. If the BOQ file is found to be modified by the bidder or incomplete, the bid will be rejected.

5. **EXTENTION OF LAST DATE AT THE DISCRETION OF THE MEA:** MEA may, in its discretion, extend the last date for e-submission of the online bids and such extension shall be binding on all the bidders. Addendum/Corrigendum/Re-tendering, if any in this regard, will be published on the CPP Portal: <http://eprocure.gov.in/eprocure/app> website: [www.mea.gov.in](http://www.mea.gov.in)

### **6. OPENING OF TECHNICAL AND FINANCIAL BID**

6.1. Online bids (complete in all respects) received along with draft of EMD (Physically) will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in presence of bidder/authorised representative of bidder, if available at Ministry of External Affairs, New Delhi. Bid received without EMD will be rejected straightaway except those who are exempted as per para 3.4.

6.2. A duly constituted committee will evaluate eligibility criteria of bidders. Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.

- 6.3. It shall be noted that required documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened;
- 6.4. After scrutiny of technical bids, the Ministry shall shortlist the eligible bidders who qualify in the technical evaluation stage and inform them of the date and time of opening of the Financial Bids (Preferably by E-mail);
- 6.5. The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation from the bidder to this effect. Bidders/representatives not attending the tender opening process will lose their right to challenge the process at a subsequent stage;
- 6.6. The financial bid price of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid;
- 6.7. Merely becoming the lowest bidder, prior to Financial Bid scrutiny, will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure by the Tender Evaluation Committee.
- 6.8. Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal;
7. **NON TRANSFERABILITY:** This tender is non-transferable. Incomplete and conditional tenders will be summarily rejected;
8. **NON-WITHDRAWAL OF BIDS:** No bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited;
9. **VALIDITY OF BIDS**
- 9.1. Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 9.2. In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 9.3. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
10. **RIGHT OF ACCEPTANCE:**
- 10.1. The Competent Authority in the Ministry of External Affairs reserves all rights to reject any bid, including bids of those bidders who fail to comply with the instructions, without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in the Ministry in this regard shall be final and binding.
- 10.2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 10.3. The Competent Authority in the Ministry reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.
- 10.4. In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority in the Ministry reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.
- 10.5. The Ministry of External Affairs may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions /Local Bodies / Municipalities / Public Sector Undertakings, etc.
11. **NOTIFICATION OF AWARD BY ISSUANCE OF "LETTER OF ACCEPTANCE"**

- 11.1. After determining the successful bidder after evaluation, MEA shall issue a Letter of Acceptance (LoA), in duplicate, which will return one copy to MEA duly acknowledged, accepted and signed by the authorized signatory, within seven (07) days of receipt of the same by the successful bidders.
- 11.2. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding on the Contractor.
12. **SITE VISIT AND PREBID MEETING:**
- 12.1 The bidders should visit the site before bidding to apprise themselves of the exact requirements relating to the scope of the work. The visit to site will be on 09.11.2017 coordinated by AO(EF-Conf.), Room No. 0102, Ground Floor, C- Block, Jawaharlal Nehru Bhawan, 23D, Janpath, New Delhi-110011, Phone No.011-49015267.
- 12.2 A pre-bid meeting would be held on 09.11.2017, 1100 Hrs in MEA. The bidder who require any clarifications of the tender documents are invited for the meeting.
13. The MEA reserves the right to change any condition of the tender before opening of the Technical Bids.
14. The successful bidder will have to enter into an agreement with the MEA as per draft agreement, subject to amendment before signing, given in Section 8 before taking charge of the Supply of Flower Bouquets in rooms of Senior Officers and important locations In MEA Offices at Jawaharlal Nehru Bhawan and South Block, New Delhi
15. Quoted rates should be inclusive of all taxes and duties. These rates shall remain unchanged during the period of contract, including the extended one, if any.
16. **Validity of Contract:**
- 16.1 *Rates should be valid for one year from the date of signing of the agreement.* Rates / prices should remain fixed during the entire period of the contract and shall not be subject to variation on any account. No claim for compensation or loss due to fluctuations or any other reasons / causes shall be entertained. *A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.* No request for increase in the rates would be entertained during the period of contract.
- 16.2 The Annual Rate Contract (ARC) shall initially be for a period of one year. However, the ARC may be extended for a further period of two years (total 3 years from initial date of contract); one year at a time with mutual agreement on the same rate, terms and conditions, if the services of the contractor are found satisfactory.
17. **Mode of Payment:-**
- 17.1 Payment will be made on monthly basis through bank transfer/cheque after successful execution of work and the supplies actually made, duly certified by Competent Authority in the Ministry.
- 17.2 No advance payment will be made in any case.
18. **Termination of the Contract:-**
- 18.1 The Contract can be terminated by either party, i.e., MEA or the Service Provider. The service provider may terminate this Agreement by giving atleast a 60 days advance notice in writing to the Ministry. Ministry may terminate this Agreement by giving 30 days advance notice in writing to the service provider. However, MEA reserves the right to terminate the contract without giving any notice in case the Service Provider commits breach of any of the terms of the contract. MEA's decision in such a situation shall be final and shall be accepted by the Service Provider without any objection or resistance.

## **19. Delivery & Penalty for delayed services:-**

19.1 The successful tender should start providing flower bouquets within one week from the date of issue of letter of awarding the work.

19.2 The contractor shall be liable to pay penalty of 5 percent of monthly bill in addition to deducting the amount for the particular day in case he/she fails to provide flower bouquets on the designated days in the rooms of senior officers of the Ministry. In order to avoid the penalty, EF-Conf. Section should be intimated at least one week in advance that he/she will not be able to provide the flower bouquets.

## **20. Corrupt or Fraudulent Practices:-**

20.1 It is expected that the bidders who wish to bid for this tender have highest standards of ethics;

20.2 Ministry shall reject a bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;

20.3 Ministry may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.

## **21. Force Majeure:-**

21.1 Ministry may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.

21.2 Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

## **22. Settlement of Disputes and Arbitration:-**

22.1 If any dispute or difference arises between the parties hereto as to the interpretation, effect and implication of any provision of this agreement, including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

22.2 The sole arbitrator shall be appointed by the mutual consent of both Parties.

22.3 The venue of the Arbitration shall be at Delhi.

22.4 The language of arbitration proceedings will be English only.

22.5 Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.

22.6 The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

22.7 The Courts at New Delhi shall have exclusive jurisdiction in all matters, concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

## **23. General/ Others:-**

23.1 In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the order shall be terminated forthwith without any notice and Performance Security Deposit shall be forfeited.

23.2 The bidders shall be bound by the details furnished to MEA, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

**No: O/EF-Conf/881/1/2017**

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**SECTION-4**

**(SCOPE OF WORK)**

**SUPPLY OF FLOWER BOUQUETS IN ROOMS OF SENIOR OFFICERS AND IMPORTANT LOCATIONS IN MEA OFFICES AT JAWAHARLAL NEHRU BHAWAN AND SOUTH BLOCK, NEW DELHI.**

- (A) Supply of small flower bouquets in the rooms of senior officers of the rank of Director of the Ministry twice in a week i.e. Monday and Wednesday. The approximate number of bouquets in a month is 300, which may decrease or increase depending on the number of senior officers of the rank of Director deployed at Jawaharlal Nehru Bhawan and South Block, New Delhi.
- (B) Supply of medium flower bouquets in the rooms of senior officers of the rank of Joint Secretary and above of the Ministry twice in a week i.e. Monday and Wednesday. The approximate number of bouquets in a month is 600 which may decrease or increase depending on the number of senior officers of the rank of Joint Secretary and above deployed at Jawaharlal Nehru Bhawan and South Block, New Delhi.
- (C) Supply of large flower bouquets in the rooms of senior officers of the rank of Secretary and above and for meetings chaired by Ministers and Secretaries on prior intimation by Administrative Officer(Establishment Facilities-Conferences). The approximate number of bouquets in a month is 450 which may decrease or increase.
- (D) Loose flowers at the ceremonial lounge approximately 3 kgs of loose flowers per one big brass pot thrice in a week i.e. Monday, Wednesday and Friday. The approximate number of pots requirement in a month is 40.
- (E) In case of holiday on either of these days, the flower bouquets need to be provided on the next working day.
- (F) The flower vase containing the flowers/leaves should be of glass and fresh flowers of good quality should be used. Adequate quantity of suitable leaves must be attached for each flower bouquet for an even spread of attractive flower arrangement. The size of flower pot/vase should be with a minimum of 10cm x 10cm for small flower bouquets, 15cm x 10cm for medium flower bouquets and 20cm x 10cm for large flower bouquets.
- (G) The tender pricing should be complete, itemized with supply of flower bouquets at the site with all other material including flower pot/vase/glass container(supplied initially& replacement, as and when required), Oasis(sponge), Marble chips, gel crystals, cane basket and taxes(if applicable)etc. Annexure-III is a list of flowers normally used for flower bouquets.
- (H) The flower bouquets should be of three types (i) small flower bouquet(refer S. No.{A}),(ii) Medium flower bouquets (refer S.No.{B}) and (iii) Large flower bouquet (refer S.No.{C}). Further, the flower bouquets should be a judicious mix of at least 4 types of flowers of the same colour or two colours at the most from the list at “Annexure-III” The small, medium and large flower bouquets must contain at least 20, 30 & 40 flowers respectively besides leaves etc. Bidders must give unit price of each of the three types flower bouquets. The three types of flower bouquets should be of under mentioned specification:-
- (i) **Small flower bouquets:-** Minimum number of flowers for the small flower bouquets must be 20. Types of flowers are as under:-

Table No. 1(i)		
Sl. No.	Name of Flower (Available February to November every year)	Quantity
01	Oriental Lily(double) all colours	01
02	Lilium (double) all colours	01
03	Anthurium all colours	02
04	Gerbera all colours	04
05	Carnation all colours	03
06	Orchid all colours	02
07	Tata Rose all colours	07
	Total	20
Table No. 1(ii)		
Sl. No.	Name of Flower (Available November to February every year)	Quantity
01	Gerbera all colours	03
02	Tata Rose all colours	03
03	Multiglade all colours	03
04	Tuberose (Rajnigandha)	02
05	Star Chrysanthemums	03
06	Single Chrysanthemums all colours	03
07	Dahlia all colours	03
	Total	20

**(ii) Medium flower bouquets:-** Minimum number of flowers for the medium flower bouquets are 30. Types of flowers are as under:-

Table No. 2(i)		
Sl. No.	Name of Flower (Available February to November every year)	Quantity
01	Oriental Lily(double) all colours	02
02	Lilium (double) all colours	02
03	Anthurium all colours	03
04	Birds of Paradise (medium size)	01
05	Carnation all colours	10
06	Orchid all colours	03
07	Tata Rose all colours	09



Total		30
Table No. 2(ii)		
Sl. No.	Name of Flower (Available November to February every year)	Quantity
01	Oriental Lily (double) all colours	02
02	Orchid all colours	03
03	Gerbera all colours	04
04	Tata Rose all colours	03
05	Multiglade all colours	03
06	Tuberose (Rajnigandha)	03
07	Star Chrysanthemums(Guldavari) all colours	03
08	Single Chrysanthemums (Guldavari) all colours	04
09	Dahlia all colours	05
Total		30

**(iii) Large flower bouquets:-** Minimum number of flowers for the large flower bouquets are 40. Types of flowers are as under:-

Table No. 3(i)		
Sl. No.	Name of Flower (Available February to November every year)	Quantity
01	Oriental Lily(double) all colours	04
02	Lilium (double) all colours	04
03	Anthurium all colours	04
04	Birds of Paradise	04
05	Carnation all colours	10
06	Orchid all colours	04
07	Tata Rose all colours	10
<b>Total</b>		<b>40</b>

Table No. 3(ii)		
Sl. No.	Name of Flower (Available November to February every year)	Quantity
01	Oriental Lily (double) all colours	04
02	Orchid all colours	04
03	Gerbera all colours	04
04	Tata Rose all colours	07

05	Multiglade all colours	04
06	Tuberose (Rajnigandha)	04
07	Star Chrysanthemums(Guldavari) all colours	04
08	Single Chrysanthemums (Guldavari) all colours	04
09	Dahlia all colours	05
<b>Total</b>		40

The quantity shown in the above tables exclude different type of leaves and grasses required to augment/decorate flower bouquets. The bidder may use other flowers in lieu of those mentioned in the above tables as listed at Annexure-III.

**No: O/EF-Conf/881/1/2017**

**Government of India  
MINISTRY OF EXTERNAL AFFAIRS  
(Establishment Division)  
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,  
New Delhi-110011, INDIA**

**SECTION-5**

**(TECHNICAL AND FINANCIAL BID)**

**Tender No: O/EF-Conf/881/1/2017**

<b>Cover 1 - (Technical Bid)</b> (Following documents to be uploaded online in <b>.pdf</b> format)		
<b>Sl. No.</b>	<b>Document</b>	<b>File Type</b>
<b>1.</b>	EMD of Rupees Three Lakhs (Rs. 3,00,000/-) only (scanned and certified copy of the Bank instrument)	.pdf
<b>2.</b>	Particulars and contact details of the bidder (Form I)	.pdf
<b>3.</b>	Scanned copy of Affidavit	.pdf
<b>4.</b>	Registration and incorporation of particulars of the bidder indicating legal status such as company, partnership/ proprietorship concern, etc. (Pl. attach copies of the relevant documents/ certificates).	.pdf
<b>5.</b>	Satisfactory Work Completion Certificates.	.pdf
<b>6.</b>	Registration details of the bidder (Please attach copies of the relevant documents/certificates): 1. Permanent Account No. (PAN) 2. GST Registration Number	.pdf
<b>7.</b>	Copies of Income Tax Return filed for the last three years (2016-17, 2015-16, 2014-15) and audited balance sheets for the same period.	.pdf
<b>8.</b>	Tender document signed & stamped on all pages as a token of having accepted the terms and conditions.	.pdf
<b>9.</b>	Brief profile of the company along with any other information, Undertaking	.pdf
<b>10.</b>	Power of Attorney/ Authorisation	.pdf

Signature of the authorised  
signatory of the bidder with  
seal of the firm/company

Name: \_\_\_\_\_

Mob No. \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tender No: O/EF-Conf/881/1/2017**

**FINANCIAL BID**  
(In sealed Cover-II super scribed “Financial Bid”)

<b>Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Rate (INR) inclusive of taxes</b>
1	Small flower bouquet consisting of 20 flowers as in Table No. 1	1 Nos.	
2	Medium flower bouquet consisting of 30 flower as in Table No. 2	1 Nos.	
3	Large flower bouquet consisting of 40 flowers as in Table No.3	1 Nos.	
4	Loose flower approximately 3 kgs of loose flowers per one big brass pot	1 Nos	
5	Flower pot/glass container (approx. Size 10cmx 10 cm) for small flower bouquet with marble chips, gel crystals and oasis(sponge) (supplied initially & replacement as and when required)	1 Nos.	
6	Flower pot/vase/Glass container (approx. Size 15cm x10cm) for Medium flower bouquet with marble chips, gel crystals and oasis(sponge) (supplied initially & replacement as and when required)	1 Nos.	
7	Flower pot/vase/glass container (approx. Size 20cm x 10cm) for large flower bouquet with Marble chips gel crystals and Oasis(sponge) (supplied initially & replacement as and when required)	1 Nos.	
8	Cane baskets	1 Nos.	
9	Total of 1 to 8 above	-	

Quoted Total Amount (including taxes ) in words:

We agree to bind by this offer if we are selected as the preferred bidder.

For and on Behalf of:

(Authorized Signatory with Stamp of bidder)

### **Annexure-III**

The flower bouquets proposed to be procured should be made of the flowers of good quality/seasonal flowers/ market availability as per list of flowers given below:-

<b>Sl.No.</b>	<b>Name of Flower</b>
01	Oriental Lily (double) all colours
02	Lilium (double) all colours
03	Anthurium all colours
04	Birds of Paradise
05	Carnations all colours
06	Sedum Orichid all colours
07	Orchid all colours
08	Gerbera all colours
09	Multiglade all colours
10	Tata Rose all colours
11	Tuberose(Rjanigandha)
12	Sun Flower
13	Star chrysanthemum(Guldavari) all colours
14	Chrysanthemum(Guldavari) single
15	Lotus (Kamal)

(Signature with stamp of bidder)

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Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,  
New Delhi-110011, INDIA**

**SECTION-6**

**(FORMS AND CHECKLIST)**

**Particulars and contact details of the bidder**

	Name of the Firm	
01.	Address (with Telephone No.	
	Contact Person with Mobile No.	
	E-mail address	
02.	Bank Details	Name of the Bank: Branch: A/C No. Type of A/C: IFSC Code
03.	Status Proprietary/ Partnership/ Pvt./Public/Ltd. Co.	
04	PAN (Enclose copy of Pan Card)	
05.	TIN/GST (Enclose copy of TIN/GST)	
06.	Details of past experience in the same trade (please enclose copies of orders received from hotel/institutions and Govt./Semi Govt. Organisations.	

Signature of the authorised  
signatory of the bidder with  
seal of the firm/company  
Name: \_\_\_\_\_



**FINANCIAL CAPACITY FORM ( Attested copies of documentary proofs to be uploaded with Technical Bid)**

Name of the Firm:

Address of the Firm:

Description	FINANCIAL YEARS		
	2014-15	2015-16	2016-17
Annual Turn Over(In INR)			

Signature of the authorised  
signatory of the bidder with  
seal of the firm/company

Name:\_\_\_\_\_

Mob No.\_\_\_\_\_

Date:\_\_\_\_\_

NOTE: To be certified by Company Auditor with signature

**DETAILS OF PREVIOUS CONTRACTS AND SATISFACTORY PERFORMANCE****( Attested copies of documentary proofs to be uploaded with Technical Bid)**

Period of Contract	Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks

Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials:

Period of Contract	Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks

Place:

Date:

SEAL AND SIGNATURE OF THE bidder

**Performance Security Bond Form**

In consideration of the Ministry of External Affairs (MEA) (hereinafter called 'the Ministry') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said Contractor(s)') from the demand, under the terms and conditions of agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between MEA \_\_\_\_\_ and M/s \_\_\_\_\_ for **Supply of Flower Bouquets in rooms of Senior Officers and important locations In MEA Offices at Jawaharlal Nehru Bhawan and South Block, New Delhi** (hereinafter called 'the said Agreement') of performance security for due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for Rs.??,000/-, we, (Name of the Bank) \_\_\_\_\_ (hereinafter referred to as 'the Bank' ) at the request of M/s \_\_\_\_\_ contractor (s) do hereby undertake to pay to the Ministry an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Ministry by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We (Name the Bank) \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand for the Ministry \_\_\_\_\_ stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Ministry 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 said contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Ministry in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.

3. We undertake to pay to the Ministry any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the said contractor (s) shall have no claim against us for making such payment.

4. We (name of the Bank) ----- further agree that the guarantee herein contained shall remain in full force and effect for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligation and that it shall continue to be enforceable till all the dues of the Ministry under or by virtue of the said Agreement have been full paid and its claims satisfied or discharged or till Ministry \_\_\_\_\_ certifies that the terms and conditions of the said Agreement have been full and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (Name of the Bank) ----- further agree with the Ministry\_\_\_\_ that the Ministry \_\_\_\_\_ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to

time any of the powers exercisable by the Ministry against and said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Ministry\_\_\_\_ or any indulgence by Ministry \_\_\_\_ to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).

7. We (name of the Bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Ministry in writing.

Dated the ----- day of -----, Two thousand seventeen only.

For -----

(Indicate the name of the Bank)

Witnesses:-

1.

2.

---

**CHECKLISTS**

Sl No.	Particulars	YES/NO
1.	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form, (iv) Financial Capacity form and (v) Checklist ?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
	<b>TECHNICAL BID</b>	
3.	Have you enclosed scanned copy of the draft for EMD of Rs.3,00,000.00- and uploaded with the Technical Bill?	
4.	Have you submitted the original EMD draft of Rs. 3,00,000.00 to MEA on or before submission of online bid?	
5.	Have you uploaded the proof of having met the following minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you uploaded the attested Certificate issued by the Registrar of firms / Companies?	
5.2	Financial Capacity: Have you uploaded Income Tax return & Audited Balance Sheets as required?	
5.3	Registration licence: Have you uploaded a copy of each of the Registration certificate?	
5.4	Experience: Have you uploaded the attested experience :Certificates issued by the Organizations / Government Deptts of the last five years?	
6.	Have your Technical Bid been prepared and uploaded as per the requirements of the Tender?	
	<b>FINANCIAL BID</b>	
7.	Have your Financial Bid proposal duly filled and upload as per instructions?	
8.	Have you quoted prices against each of the category/item?	
9.	Have you provided cost break ups for all components in the Financial bid?	
10.	Have you attended pre-bid site visit/briefing?	

Note :- The above must be filled, signed and submitted along with the bid.

Signature of the authorised  
signatory of the bidder with  
seal of the firm/company

Name: \_\_\_\_\_

Mob No. \_\_\_\_\_

Date: \_\_\_\_\_

**No: O/EF-Conf/881/1/2017**

**Government of India  
MINISTRY OF EXTERNAL AFFAIRS  
(Establishment Division)  
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,  
New Delhi-110011, INDIA**

**SECTION-7**

**(INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION)**

### **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: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION:-**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by 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.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS:-**

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

## **PREPARATION OF BIDS:-**

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

## **SUBMISSION OF BIDS:-**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.



6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment 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. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

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**No: O/EF-Conf/881/1/2017**

**Government of India  
MINISTRY OF EXTERNAL AFFAIRS  
(Establishment Division)  
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,  
New Delhi-110011, INDIA**

**SECTION-8**

**(DRAFT AGREEMENT)**

**Agreement for Supply of Flower Bouquets in rooms of Senior Officers and important locations  
In MEA Offices at Jawaharlal Nehru Bhawan and South Block, New Delhi**

This agreement is made and entered on the \_\_\_\_ day of \_\_\_\_

**BETWEEN**

The President of India, acting through Under Secretary, Ministry of External Affairs, New Delhi (hereinafter referred to as “Ministry”), having its office at 23D, Janpath, New Delhi-110011

And

.....(hereinafter referred to as ‘Service Provider’, which expression shall include its successors, assignee and legal representatives);  
hereinafter collectively known as Parties.

WHEREAS the Ministry vide its letter No..... dated ..... is desirous of entrusting the Service provider, the Contract for Supply of Flower Bouquets in rooms of Senior Officers and important locations In MEA Offices at Jawaharlal Nehru Bhawan and South Block, New Delhi in accordance with the general requirements as set out in this Agreement.

AND

WHEREAS the service provider its letter No..... dated..... has agreed to undertake this work on the terms and conditions as mentioned in the Ministry’s tender no Q/EF-Conf/881/1/2017 dated

THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE  
PARTIES HERETO AS FOLLOWS:-

**1. SCOPE OF WORK:**

(A) Supply of small flower bouquets in the rooms of senior officers of the rank of Director of the Ministry twice in a week i.e. Monday and Wednesday. The approximate number of bouquets in a month is 300, which may decrease or increase depending on the number of senior officers of the rank of Director deployed at Jawaharlal Nehru Bhawan and South Block, New Delhi.

(B) Supply of medium flower bouquets in the rooms of senior officers of the rank of Joint Secretary and above of the Ministry twice in a week i.e. Monday and Wednesday. The approximate number of bouquets in a month is 600 which may decrease or increase depending on the number of senior officers of the rank of Joint Secretary and above deployed at Jawaharlal Nehru Bhawan and South Block, New Delhi.

(C) Supply of large flower bouquets in the rooms of senior officers of the rank of Secretary and above and for meetings chaired by Ministers and Secretaries on prior intimation by Administrative Officer(Establishment Facilities-Conferences). The approximate number of bouquets in a month is 450 which may decrease or increase.

(D) Loose flower at the ceremonial lounge approximately 3 kgs of loose flowers per one big brass pot thrice in a week i.e. Monday, Wednesday and Friday. The approximate number of pots requirement in a month is 40.

(E) Loose flower approximately 3 kgs of loose flowers per one big brass pot. The approximate number of pots requirement in a month is 40.

(F) In case of holiday on either of these days, the flower bouquets need to be provided on the next working day.

(G) The flower vase containing the flowers/leaves should be of glass and fresh flowers of good quality should be used. Adequate quantity of suitable leaves must be attached for each flower bouquet for an even spread of attractive flower arrangement. The size of flower pot/vase should be with a minimum of 10cm x 10cm for small flower bouquets. 15Cm x 10cm for medium flower bouquets and 20cm x 10cm for large flower bouquets.

(H) The tender pricing should be complete, itemized with supply of flower bouquets at the site with all other material including flower pot/vase/glass container(supplied initially& replacement, as and when required), Oasis(sponge), Marble chips, gel crystals, cane basket and taxes(if applicable)etc. Annexure-III is a list of flowers normally used for flower bouquets.

(I) The flower bouquets should be of three types (i) small flower bouquet(refer S. No.{A}),(ii) Medium flower bouquets (refer S.No.{B}) and (iii) Large flower bouquet (refer S.No.{C}). Further, the flower bouquets should be a judicious mix of at least 4 types of flowers of the same colour or two colours at the most from the list at “Annexure-III”. The small, medium and large flower bouquets must contain at least 20, 30 & 40 flower respectively besides leaves etc. Bidders must give unit price of each of the three types flower bouquets. The three types of flower bouquets should be of under mentioned specification:-

**(i) Small flower bouquets:-** Minimum number of flowers for the small flower bouquets must be 20. Types of flowers are as under:-

Table No. 1(i)		
Sl. No.	Name of Flower (Available February to November every year)	Quantity
01	Oriental Lily(double) all colours	01
02	Lilium (double) all colours	01
03	Anthurium all colours	02
04	Gerbera all colours	04
05	Carnation all colours	03
06	Orchid all colours	02
07	Tata Rose all colours	07
	Total	20

Table No. 1(ii)		
Sl. No.	Name of Flower (Available November to February every year)	Quantity
01	Gerbera all colours	03
02	Tata Rose all colours	03
03	Multiglade all colours	03
04	Tuberose (Rajnigandha)	02
05	Star Chrysanthemums	03
06	Single Chrysanthemums all colours	03
07	Dahlia all colours	03
	Total	20

**(ii) Medium flower bouquets:-** Minimum number of flowers for the medium flower bouquets are 30. Types of flowers are as under:-

Table No. 2(i)		
Sl. No.	Name of Flower (Available February to November every year)	Quantity
01	Oriental Lily(double) all colours	02
02	Lilium (double) all colours	02
03	Anthurium all colours	03
04	Birds of Paradise (medium size)	01
05	Carnation all colours	10
06	Orchid all colours	03
07	Tata Rose all colours	09
	Total	30

Table No. 2(ii)		
Sl. No.	Name of Flower (Available November to February every year)	Quantity
01	Oriental Lily (double) all colours	02
02	Orchid all colours	03
03	Gerbera all colours	04
04	Tata Rose all colours	03
05	Multiglade all colours	03
06	Tuberose (Rajnigandha)	03
07	Star Chrysanthemums(Guldavari) all colours	03
08	Single Chrysanthemums (Guldavari) all colours	04
09	Dahlia all colours	05
	Total	30

**(iii) Large flower bouquets:-** Minimum number of flowers for the large flower bouquets are 40. Types of flowers are as under:-

Table No. 3(i)		
Sl. No.	Name of Flower (Available February to November every year)	Quantity
01	Oriental Lily(double) all colours	04
02	Lilium (double) all colours	04
03	Anthurium all colours	04
04	Birds of Paradise	04
05	Carnation all colours	10
06	Orchid all colours	04
07	Tata Rose all colours	10
	<b>Total</b>	40
Table No. 3(ii)		
Sl. No.	Name of Flower (Available November to February every year)	Quantity
01	Oriental Lily (double) all colours	04
02	Orchid all colours	04
03	Gerbera all colours	04
04	Tata Rose all colours	07
05	Multiglade all colours	04
06	Tuberose (Rajnigandha)	04
07	Star Chrysanthemums(Guldavari) all colours	04
08	Single Chrysanthemums (Guldavari) all colours	04
09	Dahlia all colours	05
	<b>Total</b>	40

The quantity shown in the above tables exclude different type of leaves and grasses required to augment/decorate flower bouquets. The bidder may use other flowers in lieu of those mentioned in the above tables as listed at **Annexure-III of the tender document**.

### 3. Payment of Work:

- (i) The Supplier shall raise the bill, in triplicate, along with acknowledgement slips confirming the supply of flower bouquets by the concerned offices to AO(EF-Conf) after succesful execution of work on monthly basis. The bill will be raised as per the unit prices detailed in **Para 3(vii)**.
- (ii) The supplier will submit the bills for Jawaharlal Nehru Bhawan and South Block separately.
- (iii) The payment to the supplier shall be made within 30 days of the submission of correct and complete bills to Administrative Officer(EF-Conf).

- (iv) The payment is inclusive of Sales/Service/GST and other taxes accompanied with documentary proof of these having been deposited pertaining to the concerned monthly bill.
- (v) Deduction of Income tax/TDS shall be made from Supplier's bills as applicable under the law and regulations in force.
- (vi) No extra amount or reimbursement of any kind shall be payable to the Supplier for attending meetings and for visiting the site or production workshop for inspection/supervision of work in Delhi and NCR.
- (vii) Unit prices as per scope of work are given below:-

Sl. No.	Description	Unit Price in INR
1	Small flower bouquet consisting of 20 flowers as in Table No. 1	Rs.
2	Medium flower bouquet consisting of 30 flower as in Table No. 2	Rs.
3	Large flower bouquet consisting of 40 flowers as in Table No.3	Rs.
4	Loose flower approximately 3 kgs of loose flowers per one big brass pot	Rs.
5	Flower pot/glass container (approx. Size 10cmx 10 cm) for small flower bouquet with marble chips, gel crystals and oasis(sponge) (supplied initially & replacement as and when required)	Rs.
6	Flower pot/vase/Glass container (approx. Size 15cm x10cm) for Medium flower bouquet with marble chips, gel crystals and oasis(sponge) (supplied initially & replacement as and when required)	Rs.
7	Flower pot/vase/glass container (approx. Size 20cm x 10cm) for large flower bouquet with Marble chips gel crystals and Oasis(sponge) (supplied initially & replacement as and when required)	Rs.
8	Cane baskets	Rs.

(viii) The Supplier shall also be liable for depositing all taxes, levies, cess etc. on account of supply rendered by it to the Ministry to the concerned tax collection authorities from time to time, as per extant rules and regulations in the matter.

#### 4. General

- (i) This contract shall be operative for a period of one year w.e.f. .... to ..... (including one month probation period), unless it is terminated by the Ministry owing to deficiency of service, substandard quality of flowers provided by the Supplier, breach of contract, reduction or cessation of the requirements or any reasons thereof.
- (ii) This Contract shall commence with one month probation period for the supplier. During this period, the contract may be terminated by the Ministry either fully or partially (meaning either for Jawaharlal Nehru Bhawan or South Block or both) without notice if the performance of the supplier is not satisfactory.
- (iii) This Contract shall be initially valid for a period of one year, which may be extended on year to year basis for a further period of two years (up to a maximum total contract period of three years) on same rates and terms and conditions subject to satisfactory services provided by the supplier.

- (iv) The Supplier shall not transfer, assign, pledge or sub-contract its rights and liabilities under this Contract to any other Agency without the prior written consent of the Ministry.
- (v) The Supplier will be bound by the details furnished by it to the Ministry while submitting the tender or at subsequent stage. In case any of such documents furnished by it are found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of Contract.
- (vi) The Supplier shall ensure that the supply of flower bouquets in rooms of senior officers and important locations in MEA offices at Jawaharlal Nehru Bhawan and South Block, New Delhi conform to the eligibility conditions of quality and experience prescribed in the tender document, a copy of which is attached and is a part of this Agreement.
- (vii) The Supplier shall ensure that the supply of flower bouquets on time i.e. 0900hrs to 0930hrs in the concerned office.
- (viii) In case the person deployed by the supplier commits any act of omission/commission that amounts to misconduct / indiscipline / incompetence and security risk, the Supplier will be liable to take appropriate disciplinary action against such person(s), including their immediate removal from site of work, if required by the Ministry & immediate replacement.
- (ix) The Supplier shall provide identity cards to the personnel deployed in the Ministry carrying the photograph of the personnel and personal information such as the name, date of birth, address and identification mark etc.
- (x) The Supplier shall ensure that any information such as details of offices, operational process, technical know-how, security arrangements and administrative / organizational matters are not divulged or disclosed to any person by its personnel deployed in the Ministry.
- (xi) The Supplier shall ensure proper conduct of its personnel in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc
- (xii) The Supplier shall maintain all statutory registers under the applicable law. The supplier shall produce the same, on demand, to the concerned authority of the Ministry or any other authority under law.
- (xiii) In case the supplier fails to comply with any statutory, taxation liability under appropriate law, and as a result thereof the Ministry is put to any loss / obligation, monetary or otherwise the Ministry will be entitled to get itself reimbursed out of the outstanding bills or the security deposit of the Supplier, to the extent of the loss or obligation in monetary terms.
- (xiv) The supplier is bound to provide police verified staff, strictly follow all labour rules and regulations applicable from time to time and that all workers provided by the supplier shall have no employer-employee relations with the Ministry of External Affairs. The supplier shall continue to be responsible for implementing all labour laws or compensation rules during the contract period.

## **5. Penalty:**

The Supplier shall be liable to penalty of 5% of monthly bill in addition to deducting amount for the particular day for each default in case he/she fails to provide flower bouquets on the designated days in the rooms of senior officers of the Ministry. In order to avoid the penalty, EF-Conferences Section should be intimated atleast one week in advance that the Supplier will not be able to provide the flower



bouquets. Amount will also be deducted for the particular day if the quality of flowers provided is below the accepted standards.

## **6. Termination:**

6.1 The Contract can be terminated by either party, i.e., MEA or the Service Provider. The service provider may terminate this Agreement by giving atleast a 60 days advance notice in writing to the Ministry. Ministry may terminate this Agreement by giving 30 days advance notice in writing to the service provider. However, MEA reserves the right to terminate the contract without giving any notice in case the Service Provider commits breach of any of the terms of the contract. MEA's decision in such a situation shall be final and shall be accepted by the Service Provider without any objection or resistance.

## **7. Performance Security Deposit (PSD):**

- i. The bidder shall deposit an amount of Rs. .... which is 10% of the approximate order value of the contract as PSD, with the Ministry in the form of Demand Draft / Pay order made in favour of "Pay and Accounts Officer, MEA, New Delhi" / Deposit receipt from a Nationalized Bank / Bank Guarantee from a Nationalized Bank in the form given at Annexure-IV of the tender document.
- ii. The PSD should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation and no interest shall be payable by the Ministry to the Supplier, if any. EMD shall be refunded to the successful bidder on receipt of performance security.
- iii. PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period or for any breach of terms and conditions of this Agreement.

## **8. Arbitration Clause:**

8.1 If any dispute or difference arises between the parties hereto as to the interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Rules of Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

8.2 The sole arbitrator shall be appointed by the mutual consent of both Parties.

8.3 The venue of the Arbitration shall be at Delhi.

8.4 The language of arbitration proceedings will be English only.

8.5 Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.

8.6 The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

8.7 The Courts at New Delhi shall have exclusive jurisdiction in all matters, concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

## **9. Force Majeure:**

(i) Ministry may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.

(ii) Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

The Ministry appoints the Service Provider and the Service Provider accepts the appointment on the terms and conditions set forth as stated in the foregoing, which shall form part and parcel of the Agreement.

IN WITNESS WHEREOF, the parties have signed agreement by putting their hand on the day month and year mentioned herein above.

**Signed for and on behalf of**  
The President of India

**Signed for and on behalf of**  
Service provider

(Shri B Subba Rao)  
Under Secretary (Establishment)  
Ministry of External Affairs

(Proprietor)  
M/s

Witness 1\_\_\_\_\_

Witness 2\_\_\_\_\_