

Quantity: 1
Bid End Date / Time: 12-03-2026 19:00:00
Bid Validity (From End Date): 180 (Days)
Bid Opening Date / Time: 12-03-2026 19:30:00
Competent Authority Document: [View](#)

Buyer Details

Name: Pritam Kumar
Ministry: Ministry Of Heavy Industries And Public Enterprises
Organisation: Bharat Heavy Electricals Limited (Bhel)
Address: Pritam Kumar,Pritam@Bhel.In,DJ - 9/1 ,Karunamoyee ,
Sector 2 , Salt Lake,North 24 Parganas,WEST
BENGAL,700091,India,033-23398222-
Department: Department Of Heavy Industry
Office: 10210015-Pser

Corrigendum Details

Modified On: 2026-03-04 10:16:59

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Hash Value (Algorithm - SHA256):
8464fc1ffae7a7d761364ca5073fb471e3781b7bf1cdb45f9416f7e35f00165a

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Bid Corrigendum

GEM/2026/B/7312205-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
2. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
3. Buyer Added text based ATC clauses

JOB: HORTICULTURE SERVICE FOR "SUPPLY AND MAINTENANCE OF DECORATIVE/ ORNAMENTAL PLANTS AND MAINTENANCE OF LANDSCAPE IN BHEL KOLKATA PREMISES" FOR TWO YEARS"

PRE - QUALIFICATION CRITERIA

JOB	HORTICULTURE SERVICE FOR "SUPPLY AND MAINTENANCE OF DECORATIVE / ORNAMENTAL PLANTS AND MAINTENANCE OF LANDSCAPE IN BHEL KOLKATA PREMISES" FOR TWO YEARS "
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SI.No.	CRITERIA
1.0	FINANCIAL CRITERIA

(a)	BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM RS. 1.08 LAKHS DURING THE LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31/03/2025 (i.e. 2022-23, 2023-24 & 2024-25) AND SHOULD HAVE POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1 (C).
(b)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST FIVE (5) FINANCIAL YEARS ENDING ON 31.03.2025 (I.E. 2020-21, 2021-22, 2022-23, 2023-24 AND 2024-25). BIDDER TO SUBMIT AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR THE YEARS AS SUPPORTING DOCUMENTS.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THREE CONSECUTIVE YEARS INDICATED AT 1.0 (a) ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDER AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(d)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	THE BIDDER SHOULD HAVE EXPERIENCE OF SUCCESSFULLY EXECUTED INITIAL CONTRACT FOR A MINIMUM PERIOD OF SIX (06) MONTHS OR ITS EXTENDED PERIOD OF SIMILAR WORKS (I.E. SUPPLY AND MAINTENANCE OF DECORATIVE/ ORNAMENTAL PLATS OR HORTICULTURE SERVICE INCLUSIVE SUPPLY AND MAINTENANCE OF DECORATIVE POTTED PLANTS OR LANDSCAPE SERVICE INCLUSIVE SUPPLY AND MAINTENANCE OF DECORATIVE POTTED PLANTS OR LANDSCAPE/HORTICULTURE SERVICE OR MAINTENANCE OF GARDEN) AT LEADING PSU'S /STATE GOVERNMENT /REPUTED COMPANIES IN THE LAST 07 YEARS ENDING ON LAST DATE OF BID SUBMISSION. BIDDER SHOULD SUBMIT ORDER COPY(S) ALONG WITH THE RELEVANT DOCUMENTS IN SUPPORT OF THE ABOVE.
3.0	BIDDER SHOULD HAVE VALID PAN AND VALID GSTN CERTIFICATE
Note	RELEVANT SUPPORTING DOCUMENTS FOR ALL ABOVE MUST BE SUBMITTED

Note:

- (i) The bidder who meets the above pre-qualification criteria can only participate in the tender.
- (ii) Bidders quoting in Indian currency (INR) only shall be qualified.
- (iii) Consortium / JV is not allowed.
- (iv) If the bidder happens to be subsidiary of a parent company, then the credentials of its sister-concern (under the same business) and the parent company can also be considered for meeting the above PQC.
- (v) Bidder must not be under bankruptcy code proceedings (IBC) by NCLT or Under liquidation /BIFR, which will render him ineligible for participation in this tender, and

d shall submit undertaking to this effect.

(vi) The scope is not splittable/not divisible.

TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT

1.0	Service providers should fill all documents completely in the manner as specified in NIT within specified date and time before submitting the form.
2.0	Bharat Heavy Electricals Ltd. takes no responsibility for any delay, loss or non-submission of tender document online and also reserve the right to reject any or all the tenders without assigning any reason thereof. Tenders not accompanied by prescribed earnest money are liable to be summarily rejected.
3.0	Tender shall be opened by the authorized officers of BHEL in the e-procurement platform at the specified time and date. Service providers may witness the same from their respective e-procurement log in.
4.0	The service providers shall closely peruse all the clauses, specification indicated in the tender documents before quoting. If service providers have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omission in the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., shall at once contact the authority inviting the tender for clarification before submission of offer.
5.0	Before quoting, the service providers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.
6.0	Service provider must fill up all the schedules and annexure and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specification must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the service provider in token acceptance thereof. The information furnished shall be complete by itself.
7.0	The service provider shall quote the rates (upto two decimals) in English language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.

8.0	<p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <p>i). General terms and conditions for Services;</p> <p>ii). Service Specific STC of the Services contracts shall include the Service Level Agreement (SLA) for the Service; BID / Reverse Auction specific ATC.</p> <p>The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with Scope of Work and Service Level Agreement as enumerated in the document shall be construed to be part of the Agreement between Buyer and Service Provider.</p>
9.0	<p>Qualification of Service provider:</p>
9.1	<p>Only service providers who meet all the <u>PRE - QUALIFICATION CRITERIA</u> of tender are expected to quote for this work.</p>
10.0	<p>SCOPE OF WORK</p>
10.1	<p><u>Job Details</u></p> <p>a) Supply and maintenance of 150 nos. of decorative/ornamental potted plants at BHEL Bhawan, DJ 9/1, Sector-II, Salt Lake, Karunamoyee, Kolkata - 700091.</p> <p>The service shall include all supervision, expertise, tools, equipment, trash bags, and other supplies adequate in kind and quality to perform plant maintenance as per the stipulated requirements of Buyer under Bid. Thoughtful plant placement and healthy, disease and pest free, and attractive quality plant materials that provide aesthetic improvements and exhibit sustainable air attributes will be look for. The plants and containers (pots & Tray) shall be supplied by Service Provider.</p> <p>b) Maintenance of Garden 147 sq mtr approx. of which</p> <p>(i) 67 sq.mtr at 9/1, DJ Block, Sector-II Salt Lake, Kolkata-700 091 and</p> <p>(ii) 80 sq.mtr is at 107/4C Satyendra Nath Majumder Sarani, Kolkata-7000 26.</p>
10.2	<p>SUPPLY OF CONSUMABLES & MATERIALS:</p>
10.2.1	<p>All materials/consumables including fertilizer, Pots, Trays, tools and tackles, conveyance, replacement of the damaged potted plants, development of the landscape with hedge plants, seasonal flowers plants etc will be supplied and arranged by Service provider within their quoted rate. No extra claim for supply of materials etc. will be entertained.</p>

10 .3	Deployment of Gardener
10 .3. 1	<p>i) Service provider is required to provide onsite service by engaging one experienced Gardener for watering the plants, removal of damaged leaves, periodical maintenance of the plants, replacement of the damaged pots/Trays, colouring the pots and other jobs as required to look plants always fresh.</p> <p>ii) Gardener(s) has to attend for the service minimum Four days in a week at BHEL Bhawan and Once in week at BHEL residential Complex.</p> <p>iii) Vendor is also required to deploy gardener on any special occasion like 01st January, 26th January, 15th August or any occasion where concern BHEL official is desire the presence for decoration with the potted plants.</p> <p>iv) The Service provider shall ensure that Gardener engaged by them at BHEL premises for providing the above service under this contract should not involve in any trade union activities at any point of time.</p>
10 .3. 2	<p>The Service provider shall in furnish following in respect of their engaged Gardener (s):</p> <ul style="list-style-type: none"> (i) Name (ii) Father's name (iii) Date of birth (iv) Educational qualification (v) Past experience (vi) One identifying body mark (vii) Full residential address (viii) Permanent home address (ix) Passport size photograph. (x) Copy of Aadhar Card / Photo Identity Card
10 .3. 3	<p>The manpower deployed under this contract should within 18-60 years of age. Such person should be physically and mentally fit and should not have any criminal record.</p>
10 .3. 4	<p>The Service provider shall provide his employee with employment/identity card with photograph duly verified and attested by the Service provider. Identity card should indicate the name of the proprietary/partnership firm/company, place of work, contact number and validity of the Card.</p>

10 .3. 5	The Service provider shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities. Service provider must ensure that his operational cost towards operator statutory wage and other miscellaneous expenditure (if any) for executing this works must be within the quoted rate.
10 .3. 6	Service to be made available from 0700 Hrs to 1730 in working days and holidays. In case of exigencies of work, services may have to be provided as per BHEL requirement and for which no extra charges will be payable to the service provider by BHEL.
10 .4	BHEL has the privity of the contract with the Service provider only and will give instructions to the Service provider or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the Service provider. The relationship between BHEL and the Service provider will be that of independent entities and nothing herein contained will amount to joint venture, partnership or employer -employee relationship.
10 .5	<u>MAINTENANCE:</u>
10 .5. 1	The Service provider shall solely be responsible for day to day maintenance of the potted plants at his own cost (including insurance, if any) to provide interrupted service with desire quality and quantity.
10 .5. 2	Cultivation: Regular weeding, cutting edges of lawn and flower beds, ground covers, making basins of tree pits and hoeing to be done periodically
10 .5. 3	Repair and Replacement: The Contractor shall carry out all minor repairs to garden features damaged due to digging in the area, natural calamity or any other reason
10 .5. 4	Irrigation: - Daily adequate watering (including Sunday/Holidays) of all garden features with hose pipe or sprinkler system in different areas should be done regularly. Contractor will make his own arrangement of water pump/hose pipe in adequate quantities. All the lawns and play fields should be irrigated properly. Contractor must ensure that unnecessary wastage of water does not occur at any time and must protect the irrigation fitting/hydrant etc. any damage to existing irrigation system due to negligence of his staff will have to be made good by Contractor at his cost. (BHEL would provide one water point and electric plug point near to each garden. For water and electric consumption no charge would be levied to contractor).

10 .5. 5	Fertilizer, Manure and chemicals: Manure and Fertilizers specified shall be applied by contractor as required. Manure, Fertilizers and chemicals shall be provided by contractor at his own cost during the season and whenever required.
10 .5. 6	Plant Protection: Periodic checks to be carried out for pests and disease. In the event of infestation prompt spraying of appropriate, pesticides, insecticides and fungicides will be required or eradication of the same, Pesticides, insecticides and fungicides will be supplied by contractor.
10 .5. 7	Mowing: Lawn mowing to take place as per need to given neat, clean, tidy and even look. So as Hedge Cutting / shaping should be on regular intervals
10 .5. 8	Pruning: Clipping and trimming of hedges and edges, trimming of shrub plants trees, creepers and bougainvillea's etc. at regular intervals, stacking of plants whenever and wherever required.
10 .5. 9	Any areas, if added at later stage in future, would be maintained under the maintenance on the quoted rates.
10 .5. 10	Contractor shall also be responsible for maintenance for indoor plants and timely replacement with ornamental plant of good quality and height.
10 .5. 11	Contractor shall be responsible for arranging tools/trackless for proper development and maintenance of the garden and ensure that all garden machinery tools/hose pipe etc are removed from the site or kept in hidden places to avoid public view during the office hours.
10 .5. 12	The contractor should also cultivate seasonal flower plants/ flower beds at the premises and should regularly colour the pots to give a good look.
10 .5. 13	Contractor shall also maintain the green room/ nursery at his own premises and use the area for nurture, grow and develop the indoor plants at his cost.

11 Indicative Plants as per following: -

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Sl. No	Plants Name	General Requirements of Plants	Qty
I.	Arica Palm Two/ Three in one	3'-4' height well developed in 8"-10" Pot	20
II.	Jhow (Thuja)	3'-4' height well developed in 8"-10" Pot	30
III.	Orcaria Cookii	3'-4' height well developed in 8"-10" Pot	30
IV.	Aglonomia Parrot Jangal	3'-4' height well developed in 8"-10" Pot	10
V.	Exzora flowering plant	3'-4' height well developed in 8"-10" Pot	25
VI.	Drecena	3'-4' height well developed in 8"-10" Pot	10
VII.	Seasonal Flowering Plants	In full blossomed in 8"-10" pot	25
VIII.	Total Plants to be supplied		150

The quantity indicated above is indicative and is subject to change. But total quantity should not be less

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Rotation of the plants: -

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Service provider should ensure rotation of the plants quarterly once with new lots. Seasonal Flowers plants should be preferred to 1/3 to 1/2 part of total quantity.

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Commencement of Work & Contract Period:

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Service provider shall start the work within five days from the date of placement of the order.

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The contract period will be for 02 years from the date of start of work.

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Payment Terms: -

14 .1	The contractor shall submit the quarterly pro rate bills along with the certification of work done for all the 03 months.
14 .2	On receipt of the bills, the same shall be checked and verified by HRM department. After verification of the bills, the same shall be forwarded to Finance & Accounts department of release of payment after deduction of all applicable taxes.
14 .3	<p>The payment shall be made in Indian currency only by Account Payee cheque /RTGS. Payment will be made on quarterly basis and it will be released as per details given below upon receipt of bill complete in all respect at BHEL PSER, HR Department, Kolkata.:</p> <ol style="list-style-type: none"> 1) Micro or Small Enterprise (MSE) – Within 45 days 2) Medium Enterprise – Within 60 days 3) Non MSME – within 90 days. <p>Applicable GST shall be released to you upon compliance with the following conditions:</p> <p>(a) The goods or services covered under the invoice must be received in full, along with the corresponding valid tax invoice by BHEL.</p> <p>(b) Following GST compliances must be ensured within the timelines prescribed for availing Input Tax Credit (ITC) under GST law:</p> <ol style="list-style-type: none"> i) You declaring such invoice in FORM GSTR-1, and it being auto-populated into FORM GSTR- 2B of BHEL through the common portal. ii) Confirmation of GST payment by you to the government, verified through the filing of your FORM GSTR-3B for the corresponding month or quarter. <p>(c) Notwithstanding anything contained above, GST amount may be released along with the payment against Tax Invoice, provided:</p> <ol style="list-style-type: none"> (i) Exposure of BHEL against such GST amount is sufficiently covered by the security deposit / Bank Guarantee / any other amount due to the vendor/contractor at the time of releasing such GST payment. (ii) Such relaxation to be allowed till the subsequent month i.e. till the GST compliances are done by the vendor / contractor against the given Tax Invoice. (iii) As long as the GST compliances are ensured on the part of the vendor / contractor, this practice of releasing GST payment may be continued. <p>All payments will be made to the contractor after deduction of Income Tax at source as applicable and prescribed under Income Tax Act/Rules from time to time.</p>

14.4	Payment shall be made based on the actual quantity and measurement certified by BHEL and the price derived from the quoted price by the contractor and weightage given in the price schedule.
14.5	The quoted rates/price of each item will remain firm during contract period irrespective of quantity variation.
14.6	Paying Authority: Finance Department, BHEL PSER-KOLKATA
15.0	<u>TAXES AND DUTIES</u>
15.1	<p>Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. However, any increase of GST subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.</p> <p>Benefit of any decrease of taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT & TCN, by statutory authority shall be passed on to BHEL.</p>
15.2	<p>Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.</p>
15.3	Since GST on output will be paid by BHEL as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
15.4	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
15.5	TDS under GST shall be deducted as per prevailing GST rules from the bills.
15.6.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.

15 .6. 2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
15 .6. 2. 1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
15 .6. 2. 2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
15 .6. 2. 3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
15 .6. 3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
15 .6. 4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
15 .6. 5	You shall comply with all statutory amendment/notifications in this respect.
15 .7	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN - 19AAACB4146P1ZC. Name - BHARAT HEAVY ELECTRICALS LIMITED Address - PLOT NO. DJ - 9/1, SECTOR - II, SALT LAKE CITY, KOLKATA - 700091.

15 .8	<p>Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.</p> <p>Portal address and Email address - Shall be intimated later.</p> <p>Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.</p>
15 .9	<p>In case of delay in submission of above-mentioned documents on the date of dispatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law.</p> <p>The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.</p>
15 .1 0	<p>In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under</p>
15 .1 1	<p>Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice.</p> <p>If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after dispatch.</p>
15 .1 2	<p>Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non-receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.</p>
15 .1 3	<p>Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.</p> <p>Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.</p>

15 .1 4	<p>Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract.</p> <p>Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials , plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p>
15 .1 5	<p>Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.</p>
15 .1 6	<p>Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.</p>
16 .0	<p>BREACH OF CONTRACT, REMEDIES AND TERMINATION</p>
	<p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.</p> <p>Further levy of Liquidated damages, debarment, termination, de-scoping, short-closure, etc. shall be applied as per provisions of the contract.</p>
17 .0	<p>LIQUIDATED DAMAGE (LD)</p>
17 .1	<p>Subject to force majeure, if service provider fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the order value for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (ten percent) of the order value. For this purpose, the period of delay shall be the delay attributable to service provider for completion of job as per contract. In case of LD recovery, the applicable GST shall also be recovered from service provider</p>
18 .0	<p>FORCE MAJEURE</p>

18 .1	<p>The Service provider shall be subject to force majeure clause defined as under:</p> <p>This force majeure is herein defined as any cause which is beyond the control of the Service provider which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The Service provider shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after Service provider's performance of his obligation has been delayed for other causes.</p>
19 .0	JURISDICTION
19 .1	All the disputes or differences arising out of or in connection with the Purchase Order/Work Order shall be subject to the exclusive jurisdiction of Courts (pecuniary or territorial) viz Commercial Court Rajarhat/ District Court Complex Barasat (24 PGN North) as the case may be and 'High Court of Calcutta' (principal bench) at Kolkata for all purpose ".
20 .0	OTHER POINTS
20 .1	The Service provider shall abide by the provisions of Employee's Compensation Act, 1923, Employees' State Insurance Act, 1948, Industrial Dispute Act & Rules, Contract Labour (R&A) Act-1970, Provident Fund and Miscellaneous Provisions Act-1952, Bonus Acts & Rule, Minimum Wages Act-1948 and Rules made and payment of wages Act-1936 and Rules etc. BHEL will not be held responsible for any injury sustained by Service providers' worker while on duty. In the event of any injury/accidental death of the employee on duty, the Service provider will have to pay necessary compensation to the legal heirs of said employee and that will not be reimbursed by BHEL. In case of failure to pay the compensation as decided by the competent authority as per Employee's Compensation Act, the Officer-in-charge will deduct necessary amount from any outstanding bill of the Service provider and deposit the same with competent authority.
21	PVC: - Not Applicable
22	ORC: - Not Applicable

**VOLUME-III
PRICE SCHEDULE, REV-00**

JOB: Maintenance of Landscape at BHEL Premises in Kolkata

TENDER NO:

SL NO	PREAMBLE
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully in rates for various items. Clauses under this preamble shall be read in conjunction with other tender sections as applicable.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions.
3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of BHEL Officials.
4	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote All-inclusive rate (in Rs.) including all other costs, Labour costs, taxes, duties including GST.
6	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
7	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.
8	The tenderer shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
9	No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
10	Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/alterd by them.

11	In case of Lumpsum contracts, addition or deletion of the scope beyond the variation limit specified shall be derived from the quoted Lumpsum price and the tendered scope of work considering the allowable variation limit .
12	BHEL Officials decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/ volumes of the contract.
14	Bidder's GRAND TOTAL PRICE (SCH-1 MAIN ITEM) shall be considered for evaluation.
15	In case the lowest rate offered by the bidders are found to be unreasonable, BHEL reserves the right to negotiate for further price reduction and in case the same is acceptable to BHEL and in such case the negotiated rate will be considered as L1 rate for all purposes.
16	BHEL RESERVES THE RIGHT TO RATIONALIZE THE RATES, QUOTED BY L-1 BIDDER AGAINST ITEMWISE LOWEST RATES (AMONG THE PARTICIPATING BIDDERS), BEFORE PLACEMENT OF ORDER.
17	BHEL reserves the right to place order on any/all optional item(s) anytime within the period of contract.
18	Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Volume-III) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.

VOLUME-III PRICE SCHEDULE, REV-00			
SCH-1: MAIN PRICE			
SL NO	ITEM DESCRIPTION	PRICE SCHEDULE REF	GRAND TOTAL PRICE (Rs)
A	GRAND TOTAL PRICE FOR SUPPLY AND MAINTENANCE OF GARDEN AS PER SCC FOR TWO YEARS INCLUDING GST	SCH-2	

Note

1	Taxes & duties clause shall be as per SCC
2	Bidder shall quote grand total price for grand total price of SCH-2 at sl no A. All other amounts/ rates of each item of works in SCH-2 will be derived based on allocated percentages. As such, any uncalled figure/ amount noted at any other place/ schedule of Volume-III will not be recknoed & will stand null & void.
3	Bidder to note that grand total price at sl no A above shall be considered for evaluation & awarding. As such grand total price should be complete in all respect for the full scope defined and considering all terms and conditions.
4	Bidder's quoted grand total price shall be apportioned into amount of various items of works based on allocated percentages against respective item in SCH-2. As such, bidder shall not indicate/ quote any amount/ rate in SCH-2 and any amount/ rate quoted against any item in SCH-2 shall not be taken into cognizance/ account and offer may be liable for rejection.
5	Based on the itemwise percentage allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each item after rounding off upto 9 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal places. The item rates so derived shall remain firm till execution of the work under scope of this tender.
6	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl No . A above.
7	Any item as per scope of work, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.

<p>VOLUME-III PRICE SCHEDULE, REV-00</p>
<p>SCH-2: WEIGHTAGE BREAK-UP OF QUOTED PRICE FOR THE PURPOSE OF BILLING BREAK-UP</p>

Sl. No	DESCRIPTION OF ITEM	WEIGHTAGE FOR TOTAL PRICE OF EACH ITEM (NEAREST TO THE 5 DECIMAL POINTS) W.R.T THE GRAND TOTAL AMOUNT	Price for Each Items for Two Years	Price for each item Month	Remarks
1	Supply and maintenance of 150 nos decorative potted plants	2.34000%	Price in Schedule -1 X 2.34 %	Price in Schedule -1 X 2.34% / 24	Price will automatically calculate from the price in Schedule - 1. Price is inclusive of GST
2	Maintenance of landscape at BHEL Bhawan (67 sq. mtr) and Maintenance of landscape at BHEL residential complex (80 sq. mtr)	97.66000%	Price in Schedule -1 X 97.66 %	Price in Schedule -1 X 97.66 %/24	
3	Total	100.00000%			

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.

7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)