

Bid Document

Bid Details	
Bid End Date/Time	12-09-2022 11:00:00
Bid Opening Date/Time	12-09-2022 11:30:00
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10210015-pser
Total Quantity	24
Item Category	Decorative plants , Maint. of Garden 147 sq. mtr. approx.
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	Decorative plants
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	118000
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Purchase Preference

MI Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Decorative Plants

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier

respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Rita Gupta	700091,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt lake	12	15

Maint. Of Garden 147 Sq. Mtr. Approx.

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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Buyer Added Bid Specific Terms and Conditions

1. Generic

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. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

4. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local

content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

PRE - QUALIFICATION CRITERIA

JOB	"SUPPLY AND MAINTENANCE OF DECORATIVE/ ORNAMENTAL PLANTS AND MAINTENANCE OF LANDSCAPE IN BHEL KOLKATA PREMISES" FOR ONE YEAR
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Sl. No.	CRITERIA
1.0	FINANCIAL CRITERIA
(a)	BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM RS. 0.35 LAKHS DURING THE LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31/03/2020 OR 31/03/2021 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 THREE FINANCIAL YEARS ENDING ON 31/03/2020 OR 31/03/2021. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31/03/2020 OR 31/03/2021, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS 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	BIDDER SHOULD HAVE EXPERIENCE OF SUCCESSFULLY COMPLETED SIMILAR WORKS (I.E. SUPPLY AND MAINTENANCE OF DECORATIVE/ ORNAMENTAL PLANTS 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 shall submit undertaking to this effect.
- (vi) The scope is not splittable / not divisible.

BUYER ADDED ADDITIONAL TERMS & CONDITIOPNS (ATC)

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 figurers as well as in words. In case of difference in rates between words and figurers 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	The Services contracts placed through GeM shall be governed by following set of Terms and Conditions: i). General terms and conditions for Services; ii). Service Specific STC of the Services contracts shall include the Service Level Agreement (SLA) for the Service; BID / Reverse Auction specific ATC. 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.
9.0	Qualification Of Service provider:
9.1	Only service providers who meet all the <u>P R E - QUALIFICATION CRITERIA</u> of tender are expected to quote for this work.
10.0	SCOPE OF WORK

10.1	<u>Job Details</u> 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. 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. b) Maintenance of Garden 147 sq mtr approx. of which (i) 67 sq.mtr at 9/1, DJ Block, Sector-II Salt Lake, Kolkata-700 091 and (ii) 80 sq.mtr is at 107/4A Satyaendranath Majumder Sarani, Kolkata-700026.
10.2	SUPPLY OF CONSUMABLES & MATERIALS:
10.2.1	All materials/consumables including fertilizer, Pots, Trays, tools and tackles, conveyance, replacement of the plant etc will be supplied and arranged by Service provider within their quoted rate. No extra claim for supply of materials etc. will be entertained.
10.3	Deployment of Gardener

10.3.1	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. ii) Gardener has to attend office minimum twice in a week and on any special occasion like 01 January, 26 January, 15 August or any occasion where concern BHEL official is desire the presence for decoration with the potted plants. iii) 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.
10.3.2	The Service provider shall in furnish following in respect of their engaged Gardener (s): (i) Name (ii) Father's name (iii) Date of birth (iv) Educational qualification (v) Past experience (vi) One identifying body marks (vii) Full residential address (viii) Permanent home address (ix) Passport size photograph. (x) Copy of Aadhar Card / Photo Identity Card (xi) Status of Covid vaccinations
10.3.3	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.
10.3.4	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.

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/tracks 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.

11.0 Indicative Plants as per following:-

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

12.0 Rotation of the plants:-

12.1 Service provider should ensure rotation of the plants quarterly once with new lots. Seasonal Flowers plants should be preferred to 1/3 to ½ part of total quantity.

13.0 Commencement of Work & Contract Period:

13.1	Service provider shall start the work within five days from the date of placement of the order.
13.2	The contract period will be one (01) year from the date of start of work.
14.0	Payment Terms :-
14.1	The contractor shall present the quarterly pro rate bills along with the certification of work done during the month.
14.2	Payment Condition i). The payment shall be made as per the financial quotes[#] submitted by the Service Provider and accepted by the Buyer. ii). No advance payment shall be made to the Service Provider. iii) The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service^{\$}. # financial quotes will be inclusive of GST as per GeM norms. \$ Wage and statutory cost for the Gardener is inclusive.
14.3	Payment Cycle Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same. Quarterly billing is preferable with prorate cost.
14.4	Payment Process i). Payment shall be made only after submission of invoices, logbook, service feedback, non- submission of the same may lead to delay/deduction in payment. ii). All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same. iii. Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

14.5	A. 100% payment excluding GST will be released within ten (10) days of issue of consignee receipt-cum acceptance certificate (CRAC) on submission of GST Invoice. B. GST portion of invoice shall be released only upon :- i) Vendor declaring GST Invoice in his GSTR-1 and the same is available to BHEL in FORM GSTR-2A/2B electronically through the common portal ii) Confirmation of payment of GST thereon by vendor on GSTN Portal iii) Above is subject to receipt of goods / service as per scope and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. Any Interest if levied thereon for reasons elaborated in tax & duties clause of the tender and attributable to the bidder will be recovered from the Final Payment / Retention amount.
14.6	The quoted rates/price of each item will remain firm during contract period irrespective of quantity variation.
15.0	Paying Authority: Finance Department, BHEL PSER-KOLKATA
16.0	<u>TAXES AND DUTIES</u>
16.1	The contractor shall pay all taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.
17.0	GST (Goods and Services Tax)

17.1	GST as applicable on output supply (goods/services) are included in contractor's/supplier's scope; therefore, contractor's/supplier's price/rates shall be inclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance, if any.
17.2	Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
17.3	TDS as applicable under GST law shall be deducted from contractor's bill
17.4	Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
17.5	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor
17.6	In case the vendor is not required to prepare invoice in terms of Rule 48(4), a declaration regarding the same to be submitted along with the invoice.
17.7	Service provider 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. Confidential Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later. Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.

18.0	Income Tax: TDS U/S 194Q as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted from contractor's bill.
19.0	Penalty & Termination Clauses
19.1	Breach of SLA is defined as performance lower than requisite performance in this Agreement. The following conditions shall specify breach of contract and the Buyer shall have the right to immediately terminate the Agreement. i) . Cumulative penalties reach 10% of the Contract Value; and ii). Subcontracting or outsourcing of the contract/ Agreement, in part or whole. Penalties shall be levied on the Service Provider, for the violation of Service Level. The maximum cumulative penalty on all the occasions put together shall not exceed 10% of the contract value and exceeding the limit is liable for cancellation of the Agreement.
19.2	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.
19.3	Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.
20.0	LIQUIDATED DAMAGE (LD)

20.1	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.
21.0	FORCE MAJEURE
21.1	The Service provider shall be subject to force majeure clause defined as under: 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.
22.0	JURISDICTION
22.1	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 ".
23.0	OTHER POINTS

23.1	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.
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6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---