

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-02-2024 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-02-2024 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10210015-pser
Item Category/मद केटेगरी	Custom Bid for Services - HORTICULTURE SERVICE for SUPPLY AND MAINTENANCE OF DECORATIVE ORNAMENTAL PLANTS AND MAINTENANCE OF LANDSCAPE IN BHEL KOLKATA PREMISES FOR TWO YEAR
Contract Period/अनुबंध अवधि	2 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण**Payment Timelines**

Payments shall be made to the Seller within **90** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

Evaluation Method/मूल्यांकन पद्धति

Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता

No

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता

No

Splitting/विभाजन

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन

Yes

1. 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.

2. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता / आवश्यक डेटा

Pre Qualification Criteria (PQC) etc if any required:[1708081073.pdf](#)

Scope of Work:[1708081082.pdf](#)

Service Level Agreement (SLA):[1708081099.pdf](#)

Payment Terms:[1708081105.pdf](#)

GEM Availability Report (GAR):[1708081135.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1708081171.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1708081400.pdf](#)

Custom Bid For Services - HORTICULTURE SERVICE For SUPPLY AND MAINTENANCE OF DECORATIVE ORNAMENTAL PLANTS AND MAINTENANCE OF LANDSCAPE IN BHEL KOLKATA PREMISES FOR TWO YEAR (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	HORTICULTURE SERVICE for SUPPLY AND MAINTENANCE OF DECORATIVE ORNAMENTAL PLANTS AND MAINTENANCE OF LANDSCAPE IN BHEL KOLKATA PREMISES FOR TWO YEAR
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	100%

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Abhishek Kumar Shaw	700091,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt lake	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. 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 100% of total value.

3. Purchase Preference (Centre)

Preference to Make In India products (For bids less than 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 50%. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

4. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

BUYER ADDED BID SPECIFIC ADDITIONAL TERMS AND CONDITIONS (ATC)

PRE - QUALIFICATION CRITERIA

JOB	HORTICULTURE SERVICE for "SUPPLY AND MAINTENANCE OF DECORATIVE/ ORNAMENTAL PLANTS AND MAINTENANCE OF LANDSCAPE IN BHEL KOLKATA PREMISES" FOR TWO YEAR "
-----	---

Sl.No.	CRITERIA
1.0	FINANCIAL CRITERIA
(a)	BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM RS. 1.33 LAKHS DURING THE LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31/03/2023 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 31/03/2023. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31/03/2023, 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	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 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 criteria.

ng the above PQC.

- (v) Bidder must not be under bankruptcy code proceedings (IBC) by NCLT or Under liquidation / B IFR, which will render him ineligible for participation in this tender, and shall submit undertaki ng to this effect.
- (vi) The scope is not splittable / not divisible.

-

-

TECHNICAL SPECIFICATIONS & SPECIAL TERMS AND 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-submissio n of tender document online and also reserve the right to reject any or all the tenders wi thout assigning any reason thereof. Tenders not accompanied by prescribed earnest mo ney are liable to be summarily rejected.
3.0	Tender shall be opened by the authorized officers of BHEL in the e-procurement platfor m at the specified time and date. Service providers may witness the same from their re spective e-procurement log in.
4.0	The service providers shall closely peruse all the clauses, specification indicated in the t ender documents before quoting. If service providers have any doubt about the meanin g of any portion of the tender specifications or find discrepancies or omission in the ten der documents issued are incomplete or shall require clarification on any of the technic al aspect, scope of work etc., shall at once contact the authority inviting the tender for c larification before submission of offer.
5.0	Before quoting, the service providers are advised to inspect the site of work and the envi ronments 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 o n 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 ALON G WITH THE OFFER by the service provider in token acceptance thereof. The informatio n furnished shall be complete by itself.
7.0	The service provider shall quote the rates (upto two decimals) in English language and i nternational numerals. These rates shall be entered in figurers as well as in words. In ca se of difference in rates between words and figurers THE LESSER OF THE TWO will be tr eated as valid rate. For the purpose of the tender, the metric system of units shall be us ed.
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 Agreem ent (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 provision s. The above set of terms and conditions along with Scope of Work and Service Level Ag reement as enumerated in the document shall be construed to be part of the Agreemen t between Buyer and Service Provider.</p>

9.0	Qualification Of Service provider:
9.1	Only service providers who meet all the <u>PRE – QUALIFICATION CRITERIA</u> of tender are expected to quote for this work.
10.0	SCOPE OF WORK
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, Karuna moyee, 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-700026.</p>
10.2	SUPPLY OF CONSUMABLES & MATERIALS:
10.2.1	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.
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 Twice 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 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 desired 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	<p>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.</p> <p>(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).</p>
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.

11.0	Indicative Plants as per following:- <table><tr><th>Sl. No.</th><th>Plants Name</th><th>General Requirements of Plants</th><th>Qty</th></tr><tr><td>I.</td><td>Arica Palm Two/ Three in one</td><td>3'-4' height well developed in 8"-10" Pot</td><td>20</td></tr><tr><td>II.</td><td>Jhow (Thuja)</td><td>3'-4' height well developed in 8"-10" Pot</td><td>30</td></tr><tr><td>III.</td><td>Orcaria Cookii</td><td>3'-4' height well developed in 8"-10" Pot</td><td>30</td></tr><tr><td>IV.</td><td>Aglonomia Parrot Jangal</td><td>3'-4' height well developed in 8"-10" Pot</td><td>10</td></tr><tr><td>V.</td><td>Exzora flowering plant</td><td>3'-4' height well developed in 8"-10" Pot</td><td>25</td></tr><tr><td>VI.</td><td>Drecena</td><td>3'-4' height well developed in 8"-10" Pot</td><td>10</td></tr><tr><td>VII.</td><td>Seasonal Flowering Plants</td><td>In full blossomed in 8"-10" pot</td><td>25</td></tr><tr><td>VIII.</td><td colspan="2">Total Plants to be supplied</td><td>150</td></tr></table> <p>The quantity indicated above is indicative and is subject to change. But total quantity should not be less</p>	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
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																																		
12.0	<u>Rotation of the plants:-</u>																																				
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	<u>Commencement of Work & Contract Period:</u>																																				
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 for 02 years from the date of start of work.																																				
14.0	Payment Terms :-																																				
14.1	On receipt of the monthly 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.																																				

14.2	<p>The payment shall be made in Indian currency only by Account Payee cheque/RTGS. Payment will be made on monthly 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>Please Note, GST portion of invoice shall be released only upon: -</p> <ol style="list-style-type: none"> i. Such invoice appearing in GSTR-2B of BHEL and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter as per GST law within timeline prescribed for availing ITC by BHEL, and ii. Receipt of goods / services and Tax invoice by BHEL, and iii. Confirmation of payment of GST thereon by vendor on GSTN portal. <p>The last payment / final payment / retention amount shall be released on compliance of terms as indicated in original order/LOI/Tender subject to confirmation of full GST Credit to 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.</p> <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>
14.3	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.
15.5	The quoted rates/price of each item will remain firm during contract period irrespective of quantity variation.
15.6	Paying Authority: Finance Department, BHEL PSER-KOLKATA
16.0	<u>TAXES AND DUTIES</u>

16.1	<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>
16.2	<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>
16.3	<p>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.</p>
16.4	<p>TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.</p>
16.5	<p>TDS under GST shall be deducted as per prevailing GST rules from the bills.</p>
16.6.1	<p>You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.</p>
16.6.2	<p>In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.</p>
16.6.2.1	<p>TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.</p>
16.6.2.2	<p>Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.</p>
16.6.2.3	<p>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.</p>

16.6.3	<p>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: -</p> <p>"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.</p>
16.6.4	<p>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.</p>
16.6.5	<p>You shall comply with all statutory amendment/notifications in this respect.</p>
16.7	<p>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.</p> <p>BHEL GSTN - Refer attached GSTN code table of BHEL.</p> <p>Name - BHARAT HEAVY ELECTRICALS LIMITED</p> <p>Address - Shall be intimated later.</p> <p>Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.</p>
16.8	<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>
16.9	<p>In case of delay in submission of above-mentioned documents on the date of despatch, 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>

16.10	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
16.11	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
16.12	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.
16.13	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. 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.
16.14	Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract. 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.
16.15	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.
16.16	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.

17.0	Penalty & Termination Clauses
17.1	<p>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.</p> <p>i) . Cumulative penalties reach 10% of the Contract Value; and</p> <p>ii). Subcontracting or outsourcing of the contract/ Agreement, in part or whole.</p> <p>Penalties shall be levied on the Service Provider, for the violation of Service Level.</p> <p>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.</p>
17.2	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.
17.3	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.
18.0	LIQUIDATED DAMAGE (LD)
18.1	<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>
19.0	FORCE MAJEURE
19.1	<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>
20.0	JURISDICTION

20.1	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 “.
21.0	OTHER POINTS
21.1	<p>The Service provider shall abide by the provisions of Employee's Compensation Act, 1923,</p> <p>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.</p>

Service Level Agreement and Packages

DECORATIVE/ ORNAMENTAL PLANT SERVICE

PLEASE REFER ATTCHED SLA ABOVE (LINK PROVIDED ABOVE).

HORTICULTURE SERVICE - MAINTENANCE BASED MODEL

PLEASE REFER ATTCHED SLA ABOVE (LINK PROVIDED ABOVE).

VOLUME-III PRICE SCHEDULE, REV-00	
JOB: Maintenance of Landscape at BHEL Premises in Kolkata	
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 with in 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/altered 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	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			
JOB: Maintenance of Landscape at BHEL Premises in Kolkata			
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 reckoned & 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 SI 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.

-
-
-
-
-
-
-
-
-
-

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

JOB: Maintenance of Landscape at BHEL Premises in Kolkata

TENDER NO - -----

SCH-2: WEIGHTAGE BREAK-UP OF QUOTED PRICE FOR THE PURPOSE OF BILLING BREAK-UP

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 land scape at BHEL Bhawan (67 sq. mtr) and Maintenance of land scape 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/अस्वीकरण

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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 Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---