

# भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited उद्योग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi मानव संसाधन प्रबंध / Human Resources Management

ID/ HRM/ Pots-S&M-ENQ 14<sup>th</sup> January 2021

# Notice for Inviting Open Tender for supply & maintenance of potted plants at BHEL, Lodhi Road, New Delhi

Sealed tenders are invited in two parts bids for the following service in BHEL, Lodhi Road, New Delhi.

Name of Services

Supply & maintenance of potted plants at BHEL, Lodhi

Road, New Delhi.

NIT No.

ID/ HRM/ Pots-S&M-ENQ dated 14.01.2021

Last Date & Time for

Submission of Tender

Up to 1030 hours of 05.02.2021

Date & Time of Opening

1030 hours of 05.02.2021

Tender Cost

Nil

**Earnest Money Deposit** 

₹7,000.00

It will be the responsibility of the bidder to ensure dropping of the sealed bid, complete in all respects, in the tender box kept at reception area of BHEL office at following address:

Bharat Heavy Electricals Limited Industry Sector, Integrated Office Complex Lodhi Road, New Delhi-110003

In case of any clarification, the bidder can contact the undersigned at 011-41793305 or at email: <a href="mailto:shlok@bhel.in">shlok@bhel.in</a>

(Shlok Nagar)

रलोक नागर / SHLOK NAGAR उप प्रथमक / Deputy Manager मानव संसाधन-प्रशासन / HR-Admin मारस हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LIMITED उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्पलेक्स, लोधी शेठ, Industry Sector, Integrated Office Complex, Lothi Road, नई दिल्ली-110003 / Nay Delhi 110003

#### 1. Scope of Work:

- 1. 600 nos. of green potted plants (along with earthen pots) of good quality as per list given below are to be supplied and maintained by contractor at different locations in our office complex.
  - a. Indoor Plants like Areca Palm/ Lady Palm/ Money plant/ Oxycardium / Epipremnum aureum / Croton / Aglaonema crispum / Chlorophytum comosum / Arocaria / English lvv/ Boston Fern / Crotons
  - b. Outdoor plants like Ficus Benjamina / Morpankhi/ Rubber Plant/ Kochia plant/ seasonal flowers like Guldawadi, Dehilia, Rose, Sunflower etc.
- 2. In case of any deterioration in the health of any of the plant(s), the same will be replaced immediately. If not replaced within 2 days no charges will be payable for such plants until the same is replaced.
- 3. The gardener (mali) will be visiting our office on daily basis for cleaning the dust from the leaves, watering the plants and for periodical manuring. Fresh water for watering will be provided by BHEL.
- 4. The cost of all the material, cartage, staff salary, conveyance charges, etc. involved in the above arrangements will be borne by the contractor.
- 5. Pots will be painted by contractor's staff on as and when required basis.
- 6. After expiry of contract, the contractor shall clear the site by taking out all the potted plants supplied by them at their own risk and cost.

#### II. Instructions to Bidders:

- 1. Bidders must go through all annexures carefully before submitting the bid.
- 2. The offer shall be submitted as per the instructions of tender document. One set of tender document duly filled, signed and stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all the pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
- 3. The tenderer should accept all terms & conditions of the tender unconditionally. Bids with deviations from terms and conditions of the tender shall be rejected.
- 4. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail and shall be binding on the tenderer.
- 5. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be countersigned.
- 6. Only rate shall be quoted in Price Bid format and nothing else. Rates must be quoted in figures as well as in words. In case the rates in figures differ from the rates written in words, then the rates in words will be treated as valid rate. Any other terms and conditions mentioned in the Price Bid shall make the offer liable for rejection.

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- 7. The price must be quoted in the enclosed Price Format Only. Price bids containing rates not written in words shall be liable for rejection.
- 8. The prices quoted should be firm and no revision of prices will be entertained after the tender is opened.
- 9. Tender must be submitted in a sealed envelope which has to be super scribed with NIT no. and due date written on the envelope and the bidder contact details.
- 10. Quotation shall be received up to 1030 hours on 05.02.2021, tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 11. Validity of offer will be 60 days from the date of opening of tender.
- 12. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
- 13. A bidder may visit BHEL office on any working day from 15.01.2021 to 04.02.2021 between 0900 Hrs to 1700 Hrs. Any queries regarding this tender may be clarified from Dy. Manager (HR-Admin) over telephone no. 011-41793305 or at email shlok@bhel.in.
- 14. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, <a href="www.bhel.com">www.bhel.com</a> and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

#### III. Pre-qualification Criteria:

 EMD amount of ₹7,000.00 (Rupees Seven Thousand only) needs to be deposited through NEFT. The bank account details of BHEL for NEFT are enclosed as **Annexure V**. The bidder is required to enclose a copy of the acknowledgement of NEFT payment along with their bids. Bids without EMD will not be accepted and shall not be considered for further evaluation.

The EMD of unsuccessful bidders shall be returned after award of work to the successful bidder. No interest shall be payable on EMD amount.

The EMD shall be forfeited in case of:

- i) After opening the tender, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
- ii) The successful bidder does not commence the work within the period as per LOI / contract. In case the LOI / contract is silent in this regard then within 15 days after the award of contract.
- 2. The bidder should have PAN card and GST Registration No.
- 3. The bidder's average annual financial turnover during the last three financial years ending 31st March 2020 must be at least ₹1.05 Lakhs. Bidder needs to submit CA certificate, in original, stating the turnovers of last three financial years. CA certified documents must bear CA registration number.
  - In case, a bidding firm has been established less than three years ago, the average turnover shall be calculated by dividing the sum of respective turnovers by 3.
- 4. Copy of acknowledgements of IT return of last three financial years i.e., FY 2017-18, 2018-19, 2019-20.

- 5. The bidder must have an experience of having successfully completed similar Job / services during last 7 years ending on 31.12.2020 should be either of the following:
  - i) Three similar completed jobs / services with value not less than ₹ 1,40,000 each.
  - ii) Two similar completed jobs / services with value not less than ₹ 1,75,000 each.

OR

iii) One similar completed job / service with value not less than ₹ 2,80,000.

"Similar Job / service" refers to "Horticulture related services".

Only work orders and related work completion certificates from the clients shall be submitted as proof against SI. No. 5 of PQR. For example: If you are qualifying as per SI. No. 5 (ii), only work orders and related work completion certificates of 2 clients each costing not less than ₹ 1,75,000 shall be furnished. The certificates shall be issued by competent authority with his / her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the certificates of the clients.

#### Procedure for submission of bids

The bidders must submit their duly completed offers in a sealed envelope (Envelope #1) prominently super-scribed as "Offer for supply and maintenance of potted plants at BHEL, Lodhi Road" followed by tender reference and last date for submission of tender.

Inside sealed Envelope #1, two separate sealed envelopes viz. Envelope #2 and Envelope #3 are to contain two parts of the tender "Part-I: Techno-commercial Bid" and "Part-II: Price Bid" respectively. Both the sealed envelopes are to be super-scribed with "Part-I" or "Part-II" whichever is applicable, tender reference and details of the bidder.

#### A. Part-1: Techno-commercial Bid and EMD (Envelope #2)

The techno-commercial bid shall comprise of

- 1. Copy of Tender Enquiry Document duly signed in blue ink and stamped on each page as token of acceptance of tender conditions.
- 2. A copy of Price Bid format (Annexure IV) duly signed and stamped but without the prices.
- 3. Acknowledgement of deposit of EMD of ₹7,000.00 (Rupees Seven Thousand only) by way of NEFT in favour of BHEL, New Delhi, must be enclosed in Part-I envelope.
- 4. Copy of PAN and GST Registration Certificate duly signed and stamped by the bidder.
- 5. A copy of a cancelled cheque of the bidder.
- Signed and stamped copy of CA certificate stating turnovers of last three financial years i.e. FY 2017-18, 2018-19 and 2019-20. In case of unavailability of document for FY 2019-20, CA certificate for FY 2016-17 may be furnished.
- 7. Copy of acknowledgements of IT return of last three financial years i.e. FY 2017-18, 2018-19 and 2019-20. In case of unavailability of document for FY 2019-20, ITR acknowledgement for FY 2016-17 may be furnished.

8. Copies of work orders indicating the duration of contract, quantum of business done along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 31.12.2020 as against Sl. No. 5 of Pre-Qualification Criteria. BHEL reserves the right to verify the correctness of the documents submitted against fulfilling the PQR criteria.

All the documents in this envelope should be self-attested by the bidder with required stamp. This envelope should be super-scribed as "Part-I: Ref. ID/ HRM/ Pots-S&M-ENQ" followed by bidder details.

The Prices should not be mentioned in the price format in this envelope.

#### B. Part-II: Price Bid (Envelope #3)

The price bid in the enclosed "Price format" (Annexure-IV) needs to be in sealed envelope #3. This envelope should be super-scribed as "Part-II: Ref. ID/ HRM/ Pots-S&M-ENQ" followed by bidder details.

The offer, complete in all respects, has to positively be dropped, on or before 1030 Hours of 05.02.2021, in the tender box kept at reception area of BHEL office at following address:

Bharat Heavy Electricals Limited Industry Sector, Integrated Office Complex Lodhi Road, New Delhi-110003

The offers received on or before 1030 Hours of 05.02.2021 shall be considered for opening of Techno-commercial bid scheduled at 1030 Hours on 05.02.2021 in presence of the bidders who may like to be present. Offers received after specified time of submission shall be liable for rejection.

BHEL also reserves the right to reject any or all the bids without assigning any reasons whatsoever.

Before submitting the offers, the bidders are advised to visit and survey the site. For any clarifications regarding the tender, kindly contact the undersigned at 011-41793305 / 011-41793301.

#### IV. Evaluation criteria:

- 1. On the date of opening of tender, only technical bid shall be opened in presence of the bidders who would like to be present.
- 2. The techno-commercial bids i.e. Part-I submitted by all the bidders will be evaluated first. After techno-commercial evaluation, only the Price Bids of the bidders who qualify the techno-commercial evaluation will be opened on a subsequent date. The date of opening of Price Bids shall be intimated to the concerned bidders through email separately.
- 3. In the Price Bid, the bidders are required to quote monthly rate in the Price Bid Format (Annexure IV) in the space provided.

- 4. The ranking of the bidders shall be made on the basis of total amount calculated on the basis of item wise rates quoted by the bidders.
- 5. In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 (lowest) rate is arrived.

Work will be awarded to the L1 bidder and final decision of BHEL on evaluation of bidders shall be binding on all the bidders.

#### V. General Terms & Conditions:

- 1. Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2. BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3. The offer of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL website <a href="https://www.bhel.com">www.bhel.com</a>.
- 4. The bidders are required to quote for the complete scope of services in the Price Bid Format at **Annexure –IV**. Tenders for part of the services or incomplete in any respect are liable to be rejected.
- 5. Rates quoted by the bidder will be firm and inclusive of all except applicable GST which will be payable extra. No price variation and escalation due to increase in labour / material cost will be allowed.
- 6. The rate should be indicated both in words and figures. All entries in the Tender must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 7. Validity of Offer: Validity of offer will be 60 days from the date of opening of the technocommercial bid.
- 8. **Quantity Variation**: The quantity of any item mentioned in the Price Format may vary ± 10% during execution of work as per the direction of Engineer-in-charge.
- 9. **Subletting**: The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
- 10. Validity of Contract: Validity of contract shall be 2 years from the date of start of work.
- 11. <u>Payment:</u> 100% payment shall be made within 30 days from the day of receipt of original GST compliant invoice or completion of the work whichever is later.



- 12. <u>Taxes & duties:</u> The taxes and duties applicable on the contract have to be very clearly indicated in the price bid format Annexure IV. However, taxes and duties applicable at the time of generation of GST compliant invoice shall be payable by BHEL.
- 13. Security deposit (SD) of 5% of the order value shall be deposited by the successful bidder either within 07 (seven) days from the date of award of work or before start of contract whichever is earlier. SD can also be recovered at the rate of 10% from the running bills. However, in such case at least 50% of the SD shall be deposited within specified time and balance 50% may be recovered from the running bills. If the successful bidder requests BHEL to adjust EMD amount towards SD then balance amount has to be deposited within the specified period. SD, without interest, shall be refunded after successful completion of contract period.
- 14. L.D. for bad Quality of Services: In case the services offered are not found satisfactory a 0.5 % per week subject to maximum 10% of total value will be deducted from the bill.
- 15. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing services on time.
- 16. All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 17. The contractor should ensure that their workforce shall be provided with all safety devices, tools and tackles required while working on the system and all safety precautions are adhered to by their workforce.
- 18. The contractor has to ensure that the workforce deployed under this contract is insured and BHEL shall have no liability towards them, in case of injury or death.
- 19. Work force of the contractor will not be entitled for any compensation for any loss/damage suffered by your work force deployed to execute the work under this contract. BHEL shall remain indemnified against any compensation that may arise out of any injury or death to any person deputed by you under this contract.
- 20. Termination of contract: If at any time the Service Provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender. In such a case, the Security Deposit of the contractor shall be forfeited.
- 21. BHEL also reserves the right to terminate the contract at any point of time without assigning any reason thereof.
- 22. In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.

- 23. No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the work is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 24. <u>Recovery from Contractor</u>: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contract or shall pay the claim on demand without any terms & conditions.

#### 25. Arbitration:

- a. In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.
  - Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.
- b. In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.
- 26. <u>Laws governing the contract</u>: The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.
- 27. **Jurisdiction of court:** Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.
- 28. Default/ breach of contract, insolvency and risk purchase

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- a. If the Service Provider / Contractor fails to provide the required services as per the Contract and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to / provide services covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the BHEL may be put to incur or sustain by reason of the Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Contractor (Service Provider) and if BHEL so desires, may hire such services and in such manner as it deems appropriate, at the risk and cost of the Contractor (Service Provider) and the Contractor (Service Provider) shall be liable to the BHEL for any excess costs provided that the Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Contractor (Service Provider) shall on no account be entitled to any gain on such services.
- b. Cost of the service made by the BHEL/Service taker at the risk and cost of the contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired.

Thanking you.

Yours sincerely, On behalf of Bharat Heavy Electricals Limited,

(Shlok Nagar)

Dy. Manager (HR-Admin) श्लोक नागर / SHLOK NAGAR

उप प्रवेधक / Deputy Manager मानव संसाधन-प्रशासन / HR-Admin भागव प्रताबन असामा / ПС-РОШИ भागत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LIMITED उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्पलेन्स, लोची रोड, Industry Sector, Integrated Onice Complex, Lodhi Road नई दिल्ली -trenns / New Pells 110003

## **DETAILS OF BUSINESS**

1	Name of the firm	
2	Type of Organisation (tick the correct one)	Company / Proprietorship / Partnership / Others
3	Address for communication	
4	Registered Office, if any:	
5	Telephone No. (Office) (Res) (Mobile) (Fax)	
6	Name of Proprietor/partner	
7	Contact person:  Mobile:  Email ID:	

JM 14101/2021

Signature and Seal of Authorised Signatory

#### **ACCEPTANCE LETTER / NO DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in or bid, we hereby accept all terms and conditions of the above tender.

Or

We Hereby accept all terms and conditions of the above tender except the following: (Give reference to clause Nos. of Terms & Conditions Which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

1/01/2021

Signature and Seal of Authorised Signatory

### **DECLARATION**

I/We hereby declare that I /we have not been banned of de-listed by any PSU/Government Department /Financial Institute /Court and no case is pending with the police /court against our firm / partner or the company.

Signature and Seal of Authorised Signatory

# PRICE BID FORMAT

SI. no.	Description of item	Quantity (in nos. per month)	Rate per plant per month (in Figures)	Rate per plant per month (in Words)	Amount per month (in Rs.)
1	Supply & maintenance of green potted plants of good quality as per scope of work.	600			

NOTE: The rate quoted above should be inclusive of all except the applicable GST which shall be payable extra.

14/01/2021

Signature and Seal of the Bidder

EFT MANDATE (DULY CERTIFIED BY BANKER)							
Bank Name	CANARA BANK						
Bank Branch Address	PRIME CORPORATE BRANCH -II, WORLD TRADE TOWER, BARAKHAMBA LANE, NEW DELHI						
Branch Code	1942	MICR No 110015097					
Swift Code	CNRBINBBIFD						
IFSC for RTGS	CNRB0001942						
IFSC for NEFT	CNRB0001942						
Beneficiary's Name	BHARAT HEAVY ELECTRICALS LIMITED INDUSTRY SECTOR INTEGRATED OFFICE COMPLEX, LODHI ROAD NEW DELHI - 110003						
Beneficiary's Account Number	0307201003B47						
Type of Account	CURRENT ACCOUNT - GENERAL						
We hereby certify that information given	above (Bank Details) are true and correct	•					
We certify that the particulars mentioned incorrect at a later date. We also confirm	above are true and correct and we will be responsible if any of that, any changes in the above details occuring in future, shall	f the information stated above found to be be informed to you immediately.					
Yours Faithfully  Sign  Filter वधवा / OEEPA  Rame: वरिछ लेखाधिकारी / Senior अगरम हेटी इंटोन्टिड  BHARAT HEAVY ELECT उद्योग केल, एकीकृत कार्याक्य Industry Sector, integrated Office वह दिल्ली—110003 / New	K WADHWA Accounts Officer 5 중국 - (중대원군생 RICALS LIMITED 화막사하다 하네 학교. Complex, bothl Road,	केनरा बैंक/For Canara Bank वरिष्ठ प्रबन्धक/Senior Manager प्राईम कॉवॉरेट कनॉट खेल काला Prime Corporate Connectivit Place Branch नई विक्की/New Delhi-110001					

14/01/2021