

Bharat Heavy Electricals Limited
भारत हैवी इलेक्ट्रिकल्स लिमिटेड



Corporate Administration
कॉर्पोरेट प्रशासन

BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX
SIRI FORT, NEW DELHI - 110 049

Tender
for

**Hiring and maintenance of live indoor and outdoor potted
plants on monthly rental basis in BHEL office at Siri Fort,
New Delhi-110049**

Tender No: AA:GAX:19:LP:01

Date: 11.10.2019

Submission of tender on or before 21.10.2019 by 02: 00 PM
Due date for opening on 21.10.2019 at 02: 30 PM

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TENDER ENQUIRY

Tender No: AA:GAX:19:LP:01

Date: 11.10.2019

Submission of tender on 21.10.2019 by 02: 00 PM

Due date for opening on 21.10.2019 at 02: 30 AM

Sub: Open tender for rate contract for hiring and maintenance of live indoor and outdoor potted plants on monthly rental basis in BHEL office at Siri Fort, New Delhi-110049

Bharat Heavy Electricals Ltd. (BHEL) is inviting sealed tender in two parts for hiring and maintenance of live indoor / outdoor potted plants in BHEL office at Siri Fort, Khelgaon, New Delhi – 110049 as per details mentioned further in this NIT. The complete tender enquiry (NIT) with terms and conditions is available on BHEL web site (<http://www.bhel.com>) and C P portal for downloading. The last date for submission of sealed tender is 21th Oct 2019 by 02: 30 PM. All eligible parties can participate in this tender. For eligibility, please check PQR at page no. 04 of tender document.

“All corrigenda .addenda, amendments, time extension, clarification etc. to the tender will be hosted on BHEL website(s) regularly to keep themselves updated”. For any clarification, please contact Sh. Vikrant Kumar, Dy. Mgr (HR-ISMG & GAX), BHEL Corporate Office, New Delhi.

For & on behalf of BHEL



(Vikrant Kumar)

Dy. Mgr (HR-ISMG &GAX)

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विक्रान्त कुमार / VIKRANT KUMAR

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HR-ISMG & Corp. Administration

म.स.-आई.एस.एम.जी. एन.डी. ११००४९

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
BHEL House, Siri Fort, New Delhi-110049

Sub: Open tender for the period of two years for rate contract for hiring and maintenance of live indoor and outdoor potted plants on monthly rental basis in BHEL office at Siri Fort, New Delhi-110049

BHEL intends to enter two years' rate contract for hiring and maintenance of live indoor and outdoor potted plants on monthly rental basis in BHEL office at Siri Fort, Khelgaon, New Delhi - 110049. In this regard, we are inviting sealed bid in two parts for the subject work.

1. PRE-QUALIFYING REQUIREMENTS FOR THE BIDDERS:

1.1 The bidder should have an average annual turnover of ₹ 1, 51,848/- in the last three financial years i.e. 2016-17, 2017-18 & 2018-19. Documentary evidence in this regard such as audited Balance sheet and profit & loss account is required. If audited Balance sheet and profit & loss account is not available, a certificate from CA, mentioning your turnover for above financial years can be produced along with the bid.

1.2 The bidder should have experience of providing service for hiring and maintenance of live potted plants in the past during last 7 years ending on 30st September 2019. A copy of documentary evidence in this regard for similar nature of work being currently executing /executed is to be submitted as follows;

A) Three separate work orders of value more than ₹ 1,01,232/- each, value should be for 01 year contract period (excl. GST)

Or

B) Two separate work orders of value more than ₹ 1,26,540/- each, value should be for 01 year contract period (excl. GST)

Or

C) Single work order of value more than ₹ 2,02,464/-, value should be for 01 year contract period (excl. GST)

Note:(i) 'Similar jobs/ services' mentioned in clause 1.2 (A ,B & C) above shall be related / refers to 'job / services of hiring & maintenance of potted plants in Office Premises / Hotels/ Guest House/ Transit Flats etc. with any central Govt./ State Govt./ PSUs/ Public Limited Company / Private Limited Company.

1.3 Self-attested copy of PAN, GST registration certificate.

1.4 EMD of ₹ 10,123.00/- strictly in accordance with clause No.2.12 of this NIT. MSEs shall be exempted from payments of earnest money provided, certificate of MSE is enclosed by the MSE party along with the Part-I bid. However, there is no exemption of security deposit submission. The details regarding MSEs are as per tender clause 14.



2. GENERAL TERMS & CONDITIONS OF TENDER:

- 2.1 The tender enquiry No. & due date must be legibly super scribed on the envelope.
- 2.2 Tenders shall be received and opened at BHEL House, Siri Fort, New Delhi on the due date and time as mentioned above in the presence of finance representative and bidders or their authorized representatives who may like to be present.
- 2.3 Tenders shall be strictly in accordance with the tender specifications. Any deviation may lead to rejection of tender.
- 2.4 The offers shall remain valid for 90 days period from the due date of submission of tenders.
- 2.5 BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
- 2.6 Tenders received after due date & time are liable to be rejected.
- 2.7 The total number of plants indicated in **Annexure A8** are approximate and it may vary as per requirement of BHEL from time to time. BHEL reserves the right to increase/decrease the quantity of plants by 20 % of original quantity at the same rates and terms & conditions of this contract.
- 2.8 Tender should be submitted along with covering letter of the tenderer and each page of the tender document must be stamped and duly signed by tenderer.
- 2.9 Price quoted by the tenderers will be firm and no escalation on account of labour, material or any other reason whatsoever will be paid to the successful tenderer for execution of the above work however any change in taxes during the currency of contract will automatically be from the part of contract.
- 2.10 CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- 2.10.1) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- 2.10.2) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- 2.10.3) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to 2.10.1 and 2.10.2 above.



2.10.4) If any bidder does not accept the correction of errors, their bids will be disqualified.

2.11 The bidders are advised to physically visit our office and fully acquaint themselves with our horticulture set up plan and requirement before submission of bid.

2.12 EMD: Each bidder, participating in the tender has to deposit an **EMD of ₹. 10,123.00/-** in any of the following forms:

i) Cash deposit as permissible under the extant Income Tax Act (before tender opening);

ii) Electronic Fund Transfer credited in BHEL account (before tender opening);

BHEL Account Details placed below;

BANK ACCOUNT NAME: BHARAT HEAVY ELECTRICALS LIMITED

BANK NAME: KOTAK MAHINDRA BANK

CA NO: 9011196535 (CURRENT ACCOUNT)

BRANCH CODE: 000172

MICR: 110485003

IFSC: KKBK0000172

PAN: AAACB4146P

iii) Banker's cheque /Pay order/Demand draft, in favour of BHEL (along with offer), payable at New Delhi.

iv) Fixed Deposit Receipt (FDR) ISSUED BY Scheduled banks /Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, a/c BHEL)

2.12.1 EMD by bidder will be forfeited, if:

i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

ii) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/Contract.

iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "guidelines on suspension of business dealing with suppliers/Contractors" and forfeited/released based on the action as determined under these guidelines.

2.12.2 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days from award of work.

2.12.3 EMD shall not carry any interest.



2.12.4 Each tender shall be accompanied by separate envelope carrying EMD as mentioned above failing which the tender will be rejected.

2.12.5 The bidder along with its associate /collaborators /sub-contractors/sub-vendors /consultants /service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site :<http://bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

2.12.6 EMD of successful tenderer can be converted into security deposit if desired

3. PAYMENT TERMS:

3.1) Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the service provider(s) to BHEL fortnightly will be paid within 30 days of its receipt and final acceptance of BHEL.

3.2) The 100% payment would be made on the basis of actual number of services or items provided by the service provider(s).

3.3) The service provider(s) will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.

3.4) No interest shall be payable for delay in making the payment. The service provider(s) shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

3.5) The contractor has to submit their GST registration certificate to BHEL Corporate Office, Siri Fort, New Delhi within 30 days from the acceptance of work order as per GST rules

3.6) Penalty will be levied by BHEL as per clause No-4.6 of this tender enquiry.

3.7) As per company policy, no advance will be given to bidders.

4. EVALUATION CRITERIA: Evaluation of the tender will be done on overall cost to company but excluding GST. The L1 bidder will be decided on the basis of S. No. 3 of Annexure-A1. In the event of more than one bidder having identical lowest amount in aforesaid S.No-3 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 rate is arrived.



5. SCOPE OF WORK:

- 5.1) It will be the sole responsibility of the contractor to ensure that the plants supplied by him/her are always healthy and as per work order. BHEL need not to remind the party for regular replenishment of plants, it must be done automatically and regularly, failing which a penalty @ 10% of monthly bill will be levied. The party will have to replenish minimum 15% of total plants every month or even more if required, without fail. Any damage to plants will be on contractor's account.
- 5.2) The party will deploy one man daily for half/full day, as per requirement in our office for watering, weeding the plants and painting the pots on regular basis.
- 5.3) The supplier will arrange fresh and healthy plants of differ varieties such as:-
- i) Indoor plants :- araucaria , Erica Palm ,Drawsenia, Jarvera Money Plants, Defenbachia, Lily,Coroton, son of India ETC.
 - ii) Outdoor Plants:- Euphorbia, Servalis Palm, Fichus Benjamin, Chandni, Cycas Palm, Jamia Palm, Alpenia, Alstonia, China Orange, Pine etc. The plants shall be of best quality and to the entire satisfaction of BHEL.
- 5.4) Indoor plants shall be arranged in earthen pots of size 10" & 12" diameter and outdoor plants in 10", 12", 14" & 16" diameter earthen/ cemented pots as per requirement .the pots shall be clean, painted and decorative which shall be rested on proper base to avoid spilling of water on the surface
- 5.5) Maintenance service include watering, cleaning of foliage, inspection for pests & disease, removal of spent leaves, regular cleaning and painting of pots in order to maintain high standard of display. The terms and conditions of services of such manpower and payment of salary and other statutory obligation shall be the sole responsibility of the supplier and BHEL will not have any liability whatsoever on this account.

6. VALDITY OF CONTRACT:-

This contract will be valid initially for two years from the date of award of work however BHEL reserves the right to terminate the contract at any time in-between without assigning any reason, for which the supplier will not have any claim whatsoever. The rate contract may be further extended on mutual agreement basis.

7. TAXES & DUTIES:

- 7.1) Contractor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint invoice. The successful service



provider(s) shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.

- 7.2) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit, wherever such GST ITC is available as per GST Law provisions.
- 7.3) GSTIN of BHEL will be provided to the service provider(s) along with the work order.
- 7.4) Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 7.5) Payment to the service provider(s) will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the service provider(s) by BHEL.
- 7.6) Applicable GST shall also be recoverable from the service provider(s) in case of LD recovery/penalty on account of breach of terms of contract.

8. SECURITY DEPOSIT:

8.1) Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the total contract value. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. *{Copy of proper prescribed format of BG will be provided by BHEL along with Work Order/LOI and it will be verified verbatim on receipt with original document}.*
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)



v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

8.2) The security deposit shall not carry any interest.

8.3) EMD of successful bidder shall be converted into security deposit.

8.4) The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + 6 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

8.5) BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

9. RETURN OF SECURITY DEPOSIT:

Security Deposit shall be refunded/ Bank Guarantee(s) released to the Contractor upon fulfilment of all contractual/ statutory obligations or after expiry of the guarantee period the contract, after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

10. BANK GUARANTEES:

Wherever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with:

10.1) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.

10.2) The Bank Guarantees shall be as per prescribed formats.

10.3) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.

10.4) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.

10.5) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

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10.6) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the LOI/LOA issuing department.

11. REJECTION OF TENDER

- 11.1)** BHEL reserve the right to cancel the tender or reject the lowest or any tender or accept any tender in full or in part without assigning any reasons whatsoever at any stage.
- 11.2)** BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender.
- 11.3)** Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 11.4)** Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any Unit / Region / Division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India.
- 11.5)** If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 11.6)** BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 11.7)** If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 11.8)** Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 11.9)** In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the

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Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

11.10) "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

12. Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

13. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to **BHEL Fraud Prevention Policy** displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

14. **PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure-A 8**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.

b) MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.

c) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

d) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

15. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract.

15.1) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier



including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.

- 15.2) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 15.3) Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 15.4) Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 15.5) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 15.6) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

- 16. The Tender submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
- 17. Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 18. BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
- 19. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 20. **SUBLETING:** The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.

Accepted

21. **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
22. **RECOVERY FROM CONTRACTOR:** 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 contractor shall pay the claim on demand without any terms & conditions.
23. Lowest prices/service charge received against Tender need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Tender.
24. **JURISDICTION:** Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** (where this Contract has been signed on behalf of the CONTRACTOR) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
25. **ARBITRATION:**
- 25.1) Both the Company and Contractor hereby agree that 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/ Contractor 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. The venue of arbitration shall be in **DELHI** and the Arbitrator's decision shall be final and binding on both the parties.
- 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.



25.2) 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.DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

26.1) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality 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 supply / provide goods / services or materials 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 Seller/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 Seller/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 purchaser may be put to incur or sustain by reason of the Seller/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 Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service



Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

- 26.2)** Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

27.FORCE MAJEURE:

The conditions of Force Majeure shall mean the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one month due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion of this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to the COMPANY for any damages, losses or liabilities as result thereof.

28.LD & PENALTY

- 28.1 (i)** The contractor need to maintain all the plants in healthy condition always in good quality earthen pot failing which a penalty @10% of monthly bill will be levied and same will be deducted from the monthly bill.
- 28.1 (ii)** If the quality of work is not satisfactory, BHEL reserves the right to impose the LD up to maximum 10% of the contract value.
- 28.1 (iii)** LD for delay as well as quality is to be considered in TOTO i.e. total LD shall be 10% of the contract value.
- 28.1 (iv)** In case of LD recovery, the applicable GST shall be recovered from the service provider.
- 28.2)** The above are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement

Handwritten signature

or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

28.3) In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

28.4) All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.

29 PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

29.1) The tender documents are to be submitted strictly as per follows:

- 1st sealed envelope shall contain all the documents mentioned in clause No. 8.2 below and should be super scribed as Part-1 'Techno –commercial Bid'
- 2nd sealed envelope shall contain quoted price bid exactly as per Annexure A1 and should be super scribed as Part-2 "Price-Bid"
- 3rd sealed envelope shall contain required amount of EMD (RS.10,123/-) as per clause No.2.12 and should be super scribed as EMD
- Now these three separate sealed envelopes 1st, 2nd and 3rd shall together be enclosed in fourth sealed envelope and this sealed cover shall be super scribed with tender number & due date.

Note: i) Tenders submitted without EMD are liable to be rejected.

ii) If the part-2 "price bid" (Annexure-A1) is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further.

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29.2) The bidders shall submit following document in 1st sealed envelope as part of 'Techno- Commercial Bid':

- A) Unpriced bid. Annexure A1
- B) Audited balance sheet as per clause No.1.1
- C) Documentary evidence for experience as per clause No.1.2
- D) Self attested PAN& GSTIN copy as per clause No.1.3
- E) Price-Bid Format –A2
- F) No deviation certificate as per Annexure- A3
- G) Declaration as per Annexure- A4
- H) Vendor' details as per Annexure- A5
- I) Certificate in case of MSE Annexure-A7
- J) The complete tender enquiry signed and stamped on each page by tenderer

29.3) The envelope No-3 containing EMD will be opened first and after due verification of EMD, the envelope containing Part-1 bid will be opened next and evaluated afterwards. Tenderers who qualify in Technical Bid (Part-1) will only be considered for opening of price Bid (Part-2).BHEL will finalize successful tenderer by opening of sealed price bid. Date of opening of sealed price bid will be intimated separately to the tenderers who qualify in Techno- Commercial bid.

29.4) Tenders with deviations from terms and conditions are likely to be rejected. BHEL decision in this regard should be final and binding on the bidder.

29.5) Tenders incomplete in any respect are liable to be rejected. The tender(s) should reach the under signed on or before the due date and time mentioned above. BHEL will not be responsible for delay in receipt of tender(s), sent by post/courier. The tenders shall be opened on schedule date and time at BHEL House, Siri Fort, New Delhi. Tenderers may provide their e-mail ID for faster communication in respect of the above.

29.6) The tentative no. of plants and their locations are provided in Annexure-A9 for the reference.



Contact Person:

Vikrant Kumar

Dy. Manager (HR-GAX & ISMG)

Bharat Heavy Electricals Limited

BHEL House, Siri Fort, New Delhi-110049

For & on behalf of
Bharat Heavy Electricals Ltd

Vikrant

Unprice-Bid Format

<u>Sl.No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Q/NQ</u>	<u>Remarks</u>
1	Display & Maintenance of live indoor & outdoor potted plants	600		
2	Any other charge			
3	Sub-total			
4	GST, If any			
5	Grand total amount (Rs.)			

Note:

- (i) Q/NQ refers to Quoted/Not Quoted.

Authorized Signatory

(With sign. & stamp)

Hobart

Price-Bid Format

<u>Sl.No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Rate per plant per month (Rs.)</u>	<u>Amount per month (Rs.)</u>	<u>Amount for 24 months (Rs.)</u>
1	Display & Maintenance of live indoor & outdoor potted plants	600			
2	Any other charge				
3	Sub-total				
4	GST, If any				
5	Grand total amount (Rs.)				

Note:

- (ii) There should not be any over-writing in rates.
- (iii) The evaluation of tender will be done on the basis of overall cost to company excluding tax i.e. at Sl. No. 03.
- (iv) At the commencement of contract, the successful contractor will need to supply all 600 plants initially in one lot from his/her nursery in our office for display and thereafter same will be maintained by the contractor.**
- (v) This price bid completely filled must be kept alone in separate sealed envelope.

Authorized Signatory
(With sign. & stamp)



No Deviation Certificate

This is to certify that our bid for hiring & maintenance of live potted plants has no deviation.

Date:

Authorized Signatory
(With sign. & stamp)



DECLARATION

We hereby declare that we have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court. Also we have read and understood all the terms and conditions of this tender enquiry and agree in letter and spirit of tender enquiry.

Date:

Authorized Signatory
(With sign. & stamp)



Vendors's Details

Sl.No.	Description	Details
1	Name of Bidder	
2	Address of the bidder	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Bidder	
8	Website address if any	

Authorized Signatory
(With sign. & stamp)

Handwritten signature

CHECK LIST

Sl.No.	Documents attached	Yes/ No
1	Price bid format	
2	No Deviation Certificate	
3	Declaration	
4	Signed tender enquiry	
5	Personal details	
6	Balance sheet for turn over	
7	Work orders for experience certificate	
8	EMD	
9	Self – attested PAN and GST copy	

Authorized Signatory
(With sign. & stamp)

Handwritten signature

Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)

(To be submitted along with Part-1 Bid)

This is to certify that M/s, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act-2006, (Entrepreneur Memorandum No (Part-11) dtd:, Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act-2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act-2006. **Or** The company has been graduated from its original category (Micro/ Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant

Quantities/Details of live potted plants in BHEL House, Siri Fort, New Delhi		
SI No.	Place of requirement	Proposed No. of Live plants for hiring on monthly basis during new contract period for 2 years
1	Main Gate	75
2	Main Gate porch area	80
3	Rear Lawn	65
4	Back Gate (incl. lawn)	85
5	Ground Floor (Front block)	40
6	First Floor (Front Block)	60
7	Second Floor (Front Block)	45
8	Ground Floor (Rear block)	25
9	First Floor (Rear Block)	25
10	Second Floor (Rear Block)	25
11	Third Floor (Rear Block)	25
12	Fourth Floor (Rear Block)	25
13	Fifth Floor (Rear Block)	25
14	Total Numbers of Plants	600

