

Bharat Heavy Electricals Limited
भारत हैवी इलेक्ट्रिकल्स लिमिटेड



Corporate Administration
कॉर्पोरेट प्रशासन

BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX
SIRI FORT, NEW DELHI - 110049

Open Tender for

Hiring and maintenance of live potted plants on monthly rental basis for a period of 2 years in BHEL House Siri fort, New Delhi.

Tender No: AA:GAX:20:HK:101

Date:12.06.2020

Submission of tender on or before 19.06.2020 by 02: 00 PM
Due date for opening on 19.06.2020 at 02: 30 PM

Handwritten signature
12.06.20



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE (HR – GAX)
BHEL House, SIRI FORT, NEW DELHI – 110049.

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TENDER ENQUIRY

Tender No: AA:GAX:20:HK:101

Date: 12.06.2020

Submission of tender on 19.06.2020 by 02: 00 PM

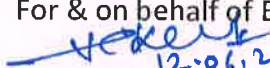
Due date for opening on 19.06.2020 at 02: 30 PM

Sub: Open tender for hiring and maintenance of live potted plants on monthly rental basis for a period of 2 years in BHEL House Siri fort, New Delhi.

Bharat Heavy Electricals Ltd. (BHEL) is inviting sealed tender in two parts for hiring and maintenance of live potted plants on monthly rental basis for a period of 2 years in BHEL House Siri fort, New Delhi 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 19th June 2020 by 02: 00 PM. All eligible parties can participate in this tender. For eligibility, please check PQR of the tender document.

“All corrigenda, addenda, amendments, time extension, clarification etc. to the tender will be hosted on BHEL website and CP portal 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)

Phone No- 011-66337438

Mob. No – 0975669400

E-mail: vikrantk@bhel.in

विक्रान्त कुमार / VIKRANT KUMAR

उप प्रबंधक / Dy. Mgr

HR-ISMG & GAX

म.स. - नई दिल्ली

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHEL House, Siri Fort, New Delhi-110049

CONTENTS

PAGE NO.

1. Pre- Qualifying Requirements for the Bidders.....	2-3
2. General Terms & Conditions.....	3-6
3. Payment Terms.....	6
4. Evaluation Criteria.....	6-7
5. Scope of Work.....	7-8
6. Validity Of Contract.....	8
7. Taxes & Duties	8-9
8. Security Deposit	9-10
9. Return of Security Deposit.....	10
10. Bank Guarantees	10
11. Rejection of tender	10-11
12. Intergity commitment, Performance of contract & Punitive action	12
13. BHEL fraud prevention policy	12
14. Relaxation of norms for Startups.....	12-13
15. Provisions for MSEs	13-14
16. Risk & Cost	14
17. Subletting.....	15
18. Termination of contract on Death	15
19. Recovery from contractor	15
20. Jurisdiction	15
21. Arbitration	15-16
22. Default / Breach of Contract, Insolvency and Risk Purchase	16-17
23. Force Majeure	17
24. LD & Penalty.....	18-19
25 Procedure for Submission of Sealed tenders	19-20

List of Annexures:

• <u>ANNEXURE-A</u>	21
• <u>ANNEXURE-B</u>	22
• <u>ANNEXURE-C</u>	23
• <u>ANNEXURE-D</u>	24
• <u>ANNEXURE-E</u>	25
• <u>ANNEXURE-F</u>	26
• <u>ANNEXURE-G</u>	27-29
• <u>ANNEXURE-H</u>	30
• <u>ANNEXURE-I</u>	31
• <u>ANNEXURE-J</u>	32-33

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Tender Enquiry

Tender No.:AA:GAX:20:HK:101

Date: 12.06.2020

Submission of tender on 19.06.2020 by 02:00 PM

Due date for opening on 19.06.2020 at 02:30 PM

SUB: Open tender for hiring and maintenance for live potted plants on monthly rental basis for a period of 2 years in BHEL House Siri fort, New Delhi.

BHEL intends to enter into Rate Contract for hiring and maintenance for live potted plants on monthly rental basis for a period of 2 years in BHEL House Siri fort, New Delhi.

1) PRE-QUALIFYING REQUIREMENT (PQR)

1.1 The average annual financial turnover during the last 3 years of the bidder should be at least ₹ 0.62 lakhs (excluding GST). [*Documentary evidence required in this regard is ITR for FY 2017-18, 2018-19, 2019-20 along with audited Balance sheet and Profit & Loss account. In case, audited Balance sheet and Profit & Loss account is not available; a certificate from CA mentioning your turnover for above financial years is to be submitted.*] **(The condition of Prior Turnover is relaxed for all Startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR 2017 or latest version and other DOE-PPD notifications for relaxation norms for Startups issued from time to time.)**

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 31 May 2020. A copy of documentary evidence (Work Orders/Award Letters) in this regard for similar nature of work executed along with the completion certificate(s) has to be submitted as follows;

A) Three separate work orders of average annual value not less than ₹ 0.83 Lakhs excl. GST).

Or

B) Two separate work orders of average annual value not less than ₹ 1.04 Lakhs (excl. GST).

Or

C) Single work order of average annual value not less than ₹ 1.66 Lakhs (excl. GST).

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The term 'similar jobs/services' mentioned in **Clause 1.2 (A, B & C)** shall be related/refer to 'jobs/services' of live potted plants in Hotels/Guest houses/Transit flats etc. with any Central Govt. or State Govt. or PSU or Public Limited Company or Private Limited company.

[Documentary evidence in this regard is Copy of work orders and performance report/completion certificate/tax invoice copies or delivery challans/other relevant documents of successful execution of the order is required.]

1.3 Self-attested copy of PAN-Card.

1.4 GST registration certificate duly signed and stamped along with Part-1 bid.

1.5 Bidders must submit a copy of tender document duly stamped and signed on each page of tender document and mentioning 'Q' against the item of BOQ items in Annexure-A.

1.6 EMD amount of Rs. 9787/- as per clause 2.21 of the tender document.

a) **Relaxation of Norms for Startups:** - The start-ups are exempted from paying of EMD on submission of documentary evidence per clause 14.

b) 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 and other benefits are as per tender clause 15.

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 date of opening of Part-I Bid & 60 days from the date of RA/Price Bid opening, whichever is later.

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 BHEL reserves the right to accept/reject any offer.

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- 2.7** All tools and tackles required for work shall have to be provided by the bidder at no extra cost.
- 2.8** Any damage due to mishandling by person deputed by the bidder shall have to be restored back to its original condition by the bidder at their own cost.
- 2.9** Tenders received after due date & time are liable to be rejected.
- 2.10** Tender should be submitted along with covering letter of the bidder and each page of the tender document must be stamped and duly signed by bidder.
- 2.11** Price quoted by the bidder will be firm and no escalation on account of labour, material or any other reason whatsoever will be paid to the successful bidder for execution of the above work. However, any change in taxes during the currency of contract will automatically be from the part of contract.
- 2.12** Total no. of plants indicated in Annexure-I 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 30% of original quantity at the same rate and terms and conditions of this contract.
- 2.13** 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.
- 2.14** 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.
- 2.15** Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid shall be liable for rejection. All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening.
- 2.16** In case any typing error/other clerical error in the tender document is noticed by the bidder, the same shall be pointed out & got clarified before submission of offer, or else BHEL's interpretation shall prevail & shall be binding on the bidder(s).
- 2.17** Lowest prices/service charge received against Tender need not be the acceptable to BHEL and in that case BHEL would not consider 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.
- 2.18** Post techno-commercial evaluation of the bidders, BHEL may either opt for holding Reverse Auction or open the submitted Price Bids (Part-II Bids). For this, BHEL decision shall be final & binding

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2.19 The offers of the bidders who are on the banned list and 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.

2.20 CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

2.20.1 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.

2.20.2 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.

2.20.3 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 2.19 above.

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

2.21 EMD: Each bidder, participating in the tender has to deposit the requisite amount of **EMD** 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);

BIHEL 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)

2.21.1 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.

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- 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.
- 2.21.2** EMD given by all unsuccessful bidders shall be refunded normally within fifteen days from award of work.
- 2.21.3** EMD shall not carry any interest.
- 2.21.4** Each tender shall be accompanied by separate envelope carrying EMD as mentioned above failing which the tender will be rejected.
- 2.21.5** 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.
- 2.21.6** EMD of successful tenderer can be converted into security deposit if desired.
- 2.22** Payment Terms (Clause 3) and Taxes and Duties (Clause 7) of the tender is indicative. The prevalent actual conditions of the said clauses shall be incorporated in the Award of Work by BHEL.

3. PAYMENT TERMS:

- 3.1** Bill complete in all respect along with the requisite documents will be paid within 20 days of receipt through NEFT upon fulfilment of applicable GST rules.
- 3.2** Payment shall be made to contractor only after submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, the Contractor may submit Bank Guarantee of equivalent amount i.e. GST amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24% per annum i.e. 4% for 02 months) else GST amount plus 04% notional interest will be withheld from the bill.
- 3.3** The Contractor 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** The monthly bill will be prepared and payment will be made as per actual number of plants displayed in office on prorata basis and it will be released on submission of GST compliant invoice through NEFT within 20 days approximately.
- 3.5** No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

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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 overall L1 excluding GST (Sl. No. 3) of the price bid of Annexure-B.

In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discount from the respective L1 bidders.

In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by toss/draw of lots, in the presence of respective L1 bidder(s) or their representative(s)

Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

BHEL may finalize the contract by conducting **Reverse Auction (RA)**, that shall be conducted with minimum three for Techno-Commercially qualified/acceptable bidders post evaluation of Part-1 bids submitted before/on due date / time of submission. Start price shall be lower of estimate or L1 of e-bid/sealed envelope price bid. Removal of H1 only if, there are more than four Techno-Commercially qualified bidders. No H1 removal if H1 happens to be MSE or qualifying PPP-MII, order-2017. In case of multiple H1s, all H1 bidders (excluding MSEs and bidders qualifying PPP-MII order 2017) shall be removed. If minimum three bidders remain in fray, there shall be no H1 removal.

5. SCOPE OF WORK:

5.1 The Bidder will arrange fresh and healthy plants of different varieties such as :-

(a) Indoor Plants: - Araucaria, Erica Palm, Drawsenia, Jarvera Money Plants, Defenbachia, Lily, Coroton, Son of India etc.

(b) Outdoor Plants: - Euphorbia, Servalis Palm, Fichus Benjamin, Chandni, Cycas Palm, Jamia Palm, Alpenia, Alstonia, China Orange, Pine etc.

Note: The plants shall be of best quality and to the entire satisfaction of BHEL.

5.2 Indoor plants shall be arranged in earthen pots of size 10" & 12" dia and Outdoor plants in 10", 12", 14" & 16" dia 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.

5.3 The contractor will deploy an expert man for maintenance activities such as 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 maintenance activities. 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.

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- 5.4 To the extent of 15% of the total number of plants shall be replaced every months or even earlier if they lose freshness. The failure on the part of the contractors in meeting this requirement shall attract penalty as for relevant penalty terms of the contract.
- 5.5 Any damage to plants will be on supplier's account.
- 5.6 The total quantity of plants mentioned in BOQ are approximate and it may vary as per requirement of BHEL from time to time and contractor will have to meet the BHEL's requirement at the same rate quoted by vendor.
- 5.7 The monthly bill will be prepared as per actual number of plants displayed and payment will be made on prorate basis.
- 5.8 The above plants shall be provided in appropriate proportion to suit the requirement of BHEL.
- 5.9 The contractor is advised to physically visit our office at least twice in every month and personally see the condition of plants and ensure timely replacement of plants

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 To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax 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 Tax invoice. The successful bidder 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.
- 7.3 GSTIN of BHEL will be provided to the contractor along with the work order.
- 7.4 The Contractor shall ensure strict compliance under GST Act & Rules incl. any amendments thereof, so that Input Tax Credit is available to BHEL. In case of any loss to BHEL on account of the contractor's non-compliance, incl. all penalty(s) levied by the govt. authorities, the same shall be recovered from the contractor

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- 7.5 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 7.6 Payment to the contractor 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 contractor by BHEL.
- 7.7 Applicable GST shall also be recoverable from the contractor 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/ I OI 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,
- vi. Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Security deposit shall be released after three (03) months from the release of final bill.

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

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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 fulfillment 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.
- 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

[Handwritten Signature]

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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 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.

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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 RELAXATION OF NORMS FOR STARTUPS: - The conditions of prior experience (as per clause no-1.2 above) is relaxed for all Startups whether Micro & Small Enterprises (MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR 2017 or latest version and other DOE-PPD notifications for relaxation norms for Startups issued from time to time. The startups are also exempted from paying of EMD (a PQR criteria as per clause no-1.6 above).

Bidder who intends to participate as “Startups” company should fulfil all the conditions of Startups as directed by Department of Industrial Policy and Promotion (DIPP), Ministry of

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Commerce & Industry, Govt. of India and his eligibility shall be valid as on bid closing date. They will also enclose the certificate of Recognition issued by DIPP.

Further, they necessarily have to submit the *declaration to the effect on their letter head as prescribed below which should be signed and stamped by the authorized person.*

DECLARATION IN CASE OF START-UP COMPANIES

We are a "Start-up" company and we are meeting all conditions and therefore eligible as Start-up company as on the date of tender bid closing. we are also enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

15 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.

15.1) 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- H**) 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.

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

15.3) 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,

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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 %.

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

16. **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.

- 16.1 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
- 16.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 16.3 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.
- 16.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 16.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 16.6 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.

17 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 bidder.

18 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.

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- 19 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.
- 20 The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 21 **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.
- 22 **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.
- 23 **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.
- 24 Lowest prices/service charge received against Tender need not be the acceptable to BHEL and in that case BHEL would not consider 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.
- 25 **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.
- 26 **ARBITRATION:**
 - 26.1 Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach termination, validity of execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

Vikrant



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The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon 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 seat of arbitration shall be at New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause 1 above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either party in terms of this Contract.

26.2 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 Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. 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.

27. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

27.1 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

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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.

27.2 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.

28 **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.

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29 LD & PENALTY

29.1 PENALTY CLAUSES: The penalties imposed for violation of service agreement clauses shall be notified by BHEL as per the terms indicated. The Contractor shall be given 3 days to respond to the levying of penalties and submit representations if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding. The penalties imposed shall be deductible from payments due to the Contractor and/or from the Security Deposit. *In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total penalty recoverable from the Contractor whether on account of the quantum of loss caused by the workmen of the Contractor or otherwise, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority etc. The amount of loss determined by BHEL shall be final and binding on the Contractor.*

29.2 LD/PENALTY FOR DELAY & QUALITY:

29.2.1 The contractor need to maintain all the plants in healthy conditions always in good quality earthen pot falling which a penalty @ 10% of monthly bill will be levied and same will be deducted from monthly bill.

29.2.2 If the quality of work is not satisfactory, BHEL reserves the right to impose the LD up to maximum 10% of the contract value.

29.2.3 LD for delay as well as quality is to be considered in TOTO i.e. total LD shall be 10% of the contract value.

29.2.4 In case of LD recovery, the applicable GST shall be recovered from the service provider/contractor.

29.2.5 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 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.

29.2.6 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



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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.

29.2.7 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.

29.2.8 PVC, Bonus clause: Not applicable

30. PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

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

- 1st sealed envelope shall contain all the documents mentioned in clause No. 30.2 below and should be super scribed as Part-1 'Techno –commercial Bid'
- 2nd sealed envelope shall contain quoted price bid exactly as per Annexure B and should be super scribed as Part-2 "Price-Bid"
- 3rd sealed envelope shall contain required amount of EMD (Rs. 9787/-) as per clause No.2.21 and should be super scribed as FMD.
- 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.
- The sealed tender should reach and must be submitted in the Tender Box placed in BHEL House, Siri Fort, New Delhi (Gate No. 3) before Schedule Date and Time. No tender shall be accepted after the scheduled bid submission date and time.

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

ii) If the part-2 "price bid" (Annexure- B) 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.

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

- A) Average Annual Turnover as per clause No-1.1
- B) Documentary evidence for experience as per clause No.1.2
- C) Self attested PAN copy as per clause No.1.3
- D) Self attested GSTIN copy as per clause No.1.4

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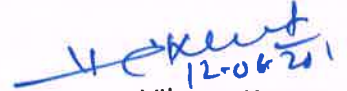
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- E) The complete tender enquiry signed and stamped on each page by bidder as per clause No.1.5
- F) Un-price Bid as per Annexure- A
- G) Acceptance /Deviation Declaration (Annexure-C).
- G) Declaration as per Annexure- D
- H) Letter of Indemnity as per Annexure- E
- I) Bidder's details as per Annexure- F
- J) Security Deposit Bank Guarantee as per Annexure-G
- K) Certificate in case of MSE Annexure-H
- L) Details of live potted plant Annexure-I
- M) Check list Annexure – J

- 30.3** 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.
- 30.4** 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.
- 30.5** 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.

Contact Person:
For & on behalf of
Bharat Heavy Electricals Ltd


12.06.21

Vikrant Kumar
Dy. Manager (HR-GAX & ISMG)
Bharat Heavy Electricals Limited
BHEL House, Siri Fort, New Delhi-110049

विक्रान्त कुमार / VIKRANT KUMAR
उप प्रबंधक / Dy. Manager
HR-ISMG & Corp. Administration
म.सं.-आई.एस.एम.सी. एवं कॉर्पो.
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
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Annexure-A

SUB: Rate contract for hiring and maintenance of live potted plants on monthly rental basis in BHEL office at Siri Fort, New Delhi

UN-Price Bid

This bid is to indicate which items / services have been 'Quoted' and 'Not Quoted' in the actual Price Bid. Kindly tick the correct option i.e. either 'Q' for 'Quoted' or 'NQ' for Non-Quoted

Sl. No.	Description	No. of plants	Quoted/Not Quoted
1	Hiring & Maintenance of live potted plants in BHEL House, Siri Fort, New Delhi	360	Q/NQ
2	Total cost for 01 month excluding GST (₹)		Q/NQ
3	Total cost for 24 months (2 years) excluding GST (₹)		Q/NQ
4	GST rate @		Q/NQ %

Signature
With name, designation & seal of the firm





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Annexure-B

SUB: Rate contract for hiring and maintenance of live potted plants on monthly rental basis in BHEL office at Siri Fort, New Delhi

PRICE-BID

Sl. No.	Description	No. of plants	Rate per plant per month in ₹
1	Hiring & Maintenance of live potted plants in BHEL House, Siri Fort, New Delhi	360	
2	Total cost for 01 month excluding GST (₹)		
3	Total cost for 24 months (2 years) excluding GST (₹)		
4	GST rate @		_____%

Note:

- The applicable GST Shall be payable.
- There should not be any over-writing in rates.
- The evaluation of tender will be done on the basis of overall cost to company excluding GST i.e. at Sl. No. 3.
- At the commencement of contract, the successful contractor will need to supply all 360 plants initially in one lot from his/her nursery in our office for display and thereafter same will be maintained by the contractor.
- I have read terms & conditions of tender enquiry and have no doubt about scope of work.

Signature
With name, designation & seal of the firm



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Annexure-C

SUB: Rate contract for hiring and maintenance of live potted plants on monthly rental basis in BHEL office at Siri Fort, New Delhi

Acceptance letter / Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of this tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:
(Give reference to clause Nos. of terms & conditions which are not acceptable)

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

Note :

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. AA:GAX:20:HK:101 dated 12.06.2020. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid of Price bid) may be treated as null and void by BHEL.

Signature
With name, designation & seal of the firm



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Annexure-D

SUB: Rate contract for hiring and maintenance of live potted plants on monthly rental basis in BHEL office at Siri Fort, New Delhi

Declaration

I / We hereby declare that I / we have not been banned or 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
With name, designation & seal of the firm

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Annexure- E

SUB: Rate contract for hiring and maintenance of live potted plants on monthly rental basis in BHEL office at Siri Fort, New Delhi

LETTER OF INDEMNITY

I/ We Indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed.

Signature
With name, Designation & seal of the firm

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Annexure-F

SUB: Rate contract for hiring and maintenance of live potted plants on monthly rental basis in BHEL office at Siri Fort, New Delhi

Bidder's Details

Sl. No.	Bidder's Details	
1	Name of Bidder/ Party/ Firm	
2	Name of Representative	
3	Postal Address	
4	Phone/ Landline Nos.	
5	Mobile Nos.	
6	Fax No.	
7	E-Mail address	
8	Web Site Address (if any)	
9	Bank details for payment through NEFT/ RTGS	Name of Bank Branch Account No. IFSC No. MICR No.

Note: Submit a cancelled cheque and copy of PAN card for verification of above bank details.

Signature
With name, Designation & seal of the firm

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ANNEXURE – G

SUB: Rate contract for hiring and maintenance of live potted plants on monthly rental basis in BHEL office at Siri Fort, New Delhi

SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarentee made thisday of two thousand and by(Bank) herein after called the " The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns) in favour of M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi- 110049 through it's office complex at Noida, distt, Gautam Budha Nagar (UP) - 201301 herein after called " The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS(herein after referred to as the Contractor) have entered into contract arising out of Letter of Intent no. dt.....(herein after referred to as "the contract") for the construction of with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.....(Rupees) towards security deposit for due and faithful performance of the contract in the form and manner specified therein

AND WHEREAS the contractor has approached the Guarantor and In conslderation of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....(Rupees.....) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by

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	BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL House, SIRI FORT, NEW DELHI – 110049.	PH: 011-66337438 FAX: 011-66337428 e-mail: vikrantk@bhel.in
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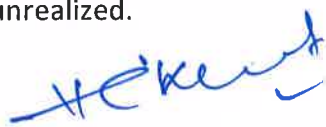
reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from it's liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from it's liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and it's claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.



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Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs (Rupees.....). Our guarantee shall remain in force until....., i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at New Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the(Bank) has hereunto set and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank

(Signatory No,.....)

WITNESSES

1. Name and Address

2. Name and Address

Notes

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.

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Annexure-H

SUB: Rate contract for hiring and maintenance of live potted plants on monthly rental basis in BHEL office at Siri Fort, New Delhi

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



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Annexure-I

SUB: Rate contract for hiring and maintenance of live potted plants on monthly rental basis in BHEL office at Siri Fort, New Delhi

Quantities/Details of live 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
1	Main Gate	75
2	Main Gate porch area	55
3	Rear Lawn	30
4	Back Gate(incl. lawn)	50
5	Ground Floor (Front Block)	35
6	First Floor (Front Block)	50
7	Second Floor (Front Block)	35
8	Ground Floor (Rear Block)	5
9	First Floor (Rear Block)	5
10	Second Floor (Rear Block)	5
11	Third Floor (Rear Block)	5
12	Fourth Floor (Rear Block)	5
13	Fifth Floor (Rear Block)	5
14	Total Numbers of Plants	360
Note:- BHEL reserves the right to increase/decrease the quantity of plants by 30% of original quantity at the same rate and terms and conditions of this contract		

Signature
With name, Designation & seal of the firm

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ANNEXURE- J

CHECK-LIST (PART-I BID)

SUB: Rate contract for hiring and maintenance of live potted plants on monthly rental basis in BHEL office at Siri Fort, New Delhi

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

SNo.	Description of requirement	Yes/ No/NA	Page Nos.
1	Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2017-18, 2018-19 & 2019-20. In case of unavailability of Balance Sheet & Profit & Loss statement, CA certificate for the same shall be furnished as per Sl. No-1.1		
2	Details of work experience, satisfactory work performance certificates as per Sl. No. 1.2		
3	Copy of the PAN card, duly signed & stamped as per Sl. No. 1.3		
4	Copy of the GSTIN Certificate, duly signed & stamped as per Sl. No. 1.4		
5	Signed & stamped tender copy as per Sl. No. 1.5		
6	EMD of ₹ 9787/- , as per Sl. No. 2.21		
7	Un-priced Bid Format (Annexure-A)		

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8	Price-Bid ((Annexure-B) in sealed envelope)		
9	Acceptance /Deviation Declaration (Annexure-C).		
10	Declaration (Annexure-D).		
11	Letter of Indemnity (Annexure-E).		
12	Bidder's Details (Annexure-F).		
13	Security Deposit Bank Guarantee (Annexure-G).		
14	EM-II Certificate (Annexure-H).		
15	Details of Live Potted Plant (Annexure- I)		
16	Checklist (Annexure-J).		

Signature
With name, Designation & seal of the firm

[Handwritten Signature]