

Bid Document

Bid Details	
Bid End Date/Time	01-02-2023 19:00:00
Bid Opening Date/Time	01-02-2023 19:30:00
Bid Offer Validity (From End Date)	90 (Days)
Ministry/State Name	Ministry Of Chemicals And Fertilizers
Department Name	Department Of Chemicals And Petrochemicals
Organisation Name	Central Institute Of Plastics Engineering And Technology (cipet)
Office Name	Cipet,lucknow
Item Category	Horticulture Service - Maintenance Based Model - Service inclusive of Consumables; General Maintenance of Garden/Lawn/Field/Nursery/Park
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	15 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	800000
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
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EMD Amount	20000
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Sr. Technical Officer

Cipet, Lucknow, Department of Chemicals and Petrochemicals, Central Institute of Plastics Engineering and Technology (CIPET), Ministry of Chemicals and Fertilizers
(Vivek Kumar)

Splitting

Bid splitting not applied.

MII Compliance

MII Compliance	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the

bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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

6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Excel Upload Required:

Technical Bid - [1673326662.xlsx](#)

Additional Qualification/Data Required

Minimum X years (up to 3 years) of experience in related type of spaceLast 03 Year

Total X number of projects for providing Horticulture service with Value not less then Y in the past Z year (up to 5 years) in sector of A:Single order of 80%, or Two order of 50% or Three order of 40% of Estimate Value

Annual Turnover and Profit Requirement:Turnover Certificate and Final Account (Balance Sheet and profit & Loss Statement)

Geographic Presence In States:Lucknow, Uttar Pradesh

If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA:Past Experience of Similar Services: single order of 80 % or 2 orders each of 50 % or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company (copies of contracts / work orders and documentary evidence of successful execution / completion of work).

Scope of work(custom requirements if any):[1673269641.pdf](#)

Horticulture Service - Maintenance Based Model - Service Inclusive Of Consumables; General Maintenance Of Garden/Lawn/Field/Nursery/Park (12000)

Technical Specifications

Specification	Values
Core	
Type of Horticulture service model	Service inclusive of Consumables
Scope of Service	General Maintenance of Garden/Lawn/Field/Nursery/Park
Addon(s)	
Inorganic Fertilizers	NA
Organic Fertilizers	NA
Insecticides	NA
Herbicides	NA
Rodenticides	NA

Specification	Values
Bactericides	NA
Fungicides	NA
Larvicides	NA

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Area of Maintenance of Garden/Lawn /Field/Nursery/Park/pots/container plant in Sq.m	Additional Requirement
1	Vivek Kumar	226008,B-27, AMAUSI INDUSTRIAL AREA, NADARGANJ, LUCKNOW	12000	- Number of Potted Plants : 200 - Deployment of Machines in months : 2 - Contract Period in Months : 12

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

4. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name CIPET LUCKNOW Account No. 533901011013003 IFSC Code UBIN0564893 Bank Name UNION BANK OF INDIA Branch address 32, BATALIYAN PAC BRANCH KANPUR ROAD, LUCKNOW.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name CIPET Account No. 533901011013003 IFSC Code UBIN0564893 Bank Name UNION BANK OF INDIA Branch address 32, BATALIYAN PAC BRANCH KANPUR ROAD, LUCKNOW. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

7. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

8. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional Terms & Conditions –

1. Gardening/Manpower agency/Contractor shall be responsible for the compliance of all legal provisions connected with the employment of the Gardeners posted at CIPET premises and for due payments of any statutory dues payable (if any).
2. The contract will be awarded to the technically and financially qualified bidder initially for 01 year. Based on performance/ satisfactory services, the contract shall be extended for another Two year.
3. The contract can be terminated by giving one month notice period by either side.
4. All applicable taxes shall be deducted as per prevailing rate from the monthly bill.
5. The Professional Tax(if applicable), EPF & ESIC shall be paid as per Government of India norms.
6. Agency must have its own Local Office in "Lucknow" & in this office, and have sufficient staff to handle the problem/official matter related to Gardening Work.

7. In the case of any difference of opinion in the interpretation of any condition or dispute, the decision of the Principal Director of [CIPET:IPT](#), Lucknow shall be final and binding on both the parties.

8. The release of the Last Installment will be the subject to receipt of no dues certificate by the second party from Administration and Accounts division of CIPET, Income Tax/ Statutory deduction will be deducted according to the rules from each months payment.

9 . All statutory Rules/Regulations/Applications applicable to his Establishment should be the responsibility of the contractor. CIPET will be not have any responsibility in this regard.

10. Dispute, if any, arising out of the Contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of Lucknow courts only.

11. That firm shall have to engage requisite number of personnel for execution of horticulture work under their control

12. The tenderer should put seal and signature on all the pages of the tender document.

13. The successful tenderer has to furnish a security deposit 3% of estimated annual value and execute an agreement on the non-judicial stamp paper of Rs. 500/- within 10 days of the receipt of the offer letter. The EMD amount can be adjusted against security deposit as per written request by contractor. Failure to furnish the security deposit within prescribed period will lead to termination of contract.

14. CIPET:IPT,Lucknow reserves the right to consider/reject all or any tenders without assigning any reason/notice. The Management decision in this regard shall be final in all respect and shall be binding on the tenderer.

15. In respect of the duties, the High Court judicature at Lucknow High Court and courts subordinate there at Lucknow alone have jurisdiction.

16. CIPET will not entertain any employment for contractor or his workman under any circumstances. The Contractor is also agreed not to claim any employment in CIPET.

17. Dispute, if any, arising out of the Contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of Lucknow courts only.

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10. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---Thank You---