



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5406512 Dated/दिनांक : 17-09-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-10-2024 15:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	08-10-2024 15:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Tourism		
Department Name/विभाग का नाम	Department Of Tourism		
Organisation Name/संगठन का नाम	National Council For Hotel Management And Catering Technology (nchmct)		
Office Name/कार्यालय का नाम	Noida		
ltem Category/मद केटेगरी	Horticulture Service - Lumpsum based - General Maintenance of Garden/Lawn/Field/Nursery/Park, Development of Garden/ Lawn/ Field/ Nursery/ Park, Maintenance of Potted/Container Plant; Site Clearing, Soil Quality Checking, Propagation of Horticultural		
Contract Period/अनुबंध अविध	1 Year(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	8 Years)/बिडर का न्यूनतम औसत 8 Lakh (s)		
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)		
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes		
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छ्ट	No No		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No No		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Additional Doc 1 (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 Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया No	
Type of Bid/बिंड का प्रकार	Two Packet Bid
Fime allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के 2 Days हौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	
Estimated Bid Value/अनुमानित बिड मूल्य 800000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	16000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	18

- (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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

Director (A & F) (I/C)

Noida, Department of Tourism, National Council for Hotel Management and Catering Technology (NCHMCT), Ministry of Tourism, A-34, Block A, Industrial Area, Sector 62, Noida, Uttar Pradesh 201309 (Priyadarshan Singh Lakhawat)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. 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.
- 2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 3. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
- 4. 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.
- 5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost: or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost: or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of work(custom requirements if any):1726564659.pdf

Trees/Plants/Flowers list to be provided by Buyer if required for service provider's reference: $\frac{1726564667.pdf}{}$

Any other information to be provided by Buyer: 1726564672.pdf

Horticulture Service - Lumpsum Based - General Maintenance Of Garden/Lawn/Field/Nursery/Park, Development Of Garden/ Lawn/ Field/ Nursery/ Park, Maintenance Of Potted/Container Plant; Site Clearing, Soil Quality Checking, Propagation Of Horticultural.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Spec ificat ion	Values		
Core			
Scop e of Servi ce	General Maintenance of Garden/Lawn/Field/Nursery/Park , Development of Garden/ Lawn/ Field/ Nursery/ Park , Maintenance of Potted/Container Plant		
Servi ce Inclus ions	Site Clearing , Soil Quality Checking , Propagation of Horticultural Crops , Garden Designing , Soil Preparation , Planting Trees/Plants/Grass , General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding) , Applying Fertilizers , Applying Pesticides , Trimming & Pruning , Landscaping , Cutting , Weeding , Irrigation , Potting Mixture , Preparation of Seed Bed , Cleaning & Painting of Potted Plants , Seed Sowing , Hoeing		
Propa gatio n Meth od to be used	Seeds , Vegetative part , Grafting , Layering , Budding		
Addon	Addon(s)/एडऑन		

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Estimated number of plants to be maintained/c ultivated as per scope of work	Additional Requirement/अतिरिक्त आवश्यकता
1	Satish Kumar	201309,A-34, SECTOR-62, NOIDA	1	N/A

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

1. Generic

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

2. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of

buyer.

- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. 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.

3. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

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

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

NCHMCT Account No. 2886101000127 IFSC Code CNRB0002886 Bank Name CANARA BANK Branch address

SECTOR-63, NOIDA

. 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.

6. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary

NCHMCT Account No. 2886101000127 IFSC Code CNRB0002886 Bank Name CANARA BANK Branch address Sector-63, Noida

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

7. 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.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. That horticulture work at NCHMCT shall be initially for the period of one-year . However, it may be extended further for one year on the basis of satisfactory performance if NCHMCT, Noida decided to do so.
- 2. Selected Bidder have to execute the agreement in a non-judicial stamp pa per for Rs 1000/- .The format of agreement can be collected from the NCHMC T.
- 3. The contractor within 10 days from the award of contract should notify to Dir ector(A&F) of NCHMCT, Noida the list of the gardeners to be deployed for work with the relevant details. The contractor should also inform in writing about the change in the employment of any of his staff members, at least 3 days in advance before the date of deployment in the campus.
- 4. Prices quoted by Bidder must be meaningful and measurable. Price must be clearly shown in figures & Words. Bidder should clearly specify whether price qu oted are inclusive of GST/Statutory charges or such charges as extra. Where no specific mention is made for GST/ or other duties, price quoted shall be deemed to be inclusive of all such taxes/charges.
- 5. Payment shall be made monthly and no advance payment will be made. T he selected service provider shall be required to raise his bill by 7th of the sub sequent month.
- 6. In case the Contractor appoints manpower/Labour in excess of or equal to the number as specified by law, the contractor shall comply with all statutory enactments including Contract Labour Regulation and Abolition Act, 1970, Min imum Wage Act, where applicable, Payment of Wages Act, where applicable, ESI Act, 1948, where applicable, EPF Act, 1952,etc. NCHMCT, Noida shall not h ave any responsibility with respect to compliance of above-mentioned statuto ry law.
- 7. Termination: This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched at the address. The NCHMCT, Noida will not have any responsibility towards this for any damage/loss caused and it cannot be challenged in any court of law.
- 8. The contractor is advised to do a complete survey to assess the site on an y working day and quantum of work of the tender prior submitting the rates/ s ubmission of tender.
- 9. In case of any dispute arising, decision of Director(A&F), NCHMCT, Noida will be final and binding.
- 10. The personnel engaged by the agency for this job contract will not be an employee of the NCHMCT, Noida and there will be no employer-employee relationship.
- 11. All the personnel of the firm will be required to conduct themselves in befit ting, if at any time it is found or reported to the institute, the erring employee

s shall be removed from the premises and replacement posted in his place, an y misconduct may result in cancellation of contract and other penal action as may be directed by the institute.

- 12. The workers deputed for execution of works should be able to carry out ab ove mentioned works and they should not be less than 18 years of age.
- 13. Contractor or his authorized representative(s) should be available in the C ouncil for supervision of the works throughout the office hours.
- 14. Any injury/accident /death to the worker during the contract period shall be the total responsibility of the contractor, and the compensation, etc. payable un der the labour laws shall be paid by the contractor.
- 15. Compensation for all damages done intentionally or unintentionally by con tractor's workmen whether in or beyond the limits of the Council's property in cluding any damage caused by spreading of fire, shall be estimated by any off icer of the NCHMCT subject to the decision of the Director(A&F), on appeal shall be final and the contractor shall bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the bill of the contractor.
- 16. It is the responsibility of the contractor to provide essential items (like unif orm, gumboots, raincoat, umbrella, etc.) to his / her employees.
- 17. All tools, tackles, and equipment's including grass cutting machine, chemical sprayer, etc., and all essential materials like earth, manure, fertilizer, chemicals, etc. shall be provided by the contractor.
- 18. Contractor will be fully responsible for all legal matters arising out of the contract
- 19. Vendors may contact concerned official Sh. Sochitanand Sonar on 0120-25 90628.

9. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

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/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses

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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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 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. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 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.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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 <u>General Terms and Conditions/सामान्य नियम और शर्ते</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---