







## बिड दस्तावेज़ / Bid Document

बिड वि	बरण/Bid Details				
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-07-2025 13:00:00				
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-07-2025 13:30:00				
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)				
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises				
विभाग का नाम/Department Name	Department Of Heavy Industry				
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)				
कार्यालय का नाम/Office Name	10060010-r&d				
वस्तु श्रेणी /Item Category	Custom Bid for Services - UPS AMC (1 No 60kVA and 5Nos 10 kVA)				
समान श्रेणी/Similar Category	Customized AMC/CMC for Pre-owned Products				
अनुबंध अवधि /Contract Period	1 Year(s)				
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No				
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No				
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	4				
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7				
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No				
बिड का प्रकार/Type of Bid	Two Packet Bid				
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days				
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation				

बिड विवरण/Bid Details				
मध्यस्थता खंड/Arbitration Clause	No			
सुलह खंड/Mediation Clause	No			
ईएमडी विवरण/EMD Detail				
आवश्यकता/Required	No			
ईपीबीजी विवरण /ePBG Detail				
आवश्यकता/Required	No			
विभाजन/Splitting				
बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.				
एमआईआई अनुपालन/MII Compliance				
एमआईआई अनुपालन/MII Compliance	Yes			
एमएसई खरीद वरीयता/MSE Purchase Preference				
एमएसई खरीद वरीयता/MSE Purchase Preference	Yes			

- 1. 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.

  2. 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
- 2. 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.
- 3. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Pre Qualification Criteria ( PQC ) etc if any required: <a href="mailto:1751955822.pdf">1751955822.pdf</a>

**Scope of Work:**<u>1751955823.pdf</u>

Payment Terms: 1751955833.pdf

GEM Availability Report (GAR): 1751956016.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1751956080.pdf

**Buyer's Competent Authority Approval:** 1752206504.pdf

### Custom Bid For Services - UPS AMC (1 No 60kVA And 5Nos 10 KVA) (1)

### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values			
कोर / Core				
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	UPS AMC (1 No 60kVA and 5Nos 10 kVA)			
Regulatory/ Statutory Compliance of Service	YES			
Compliance of Service to SOW, STC, SLA etc	YES			
एडऑन /Addon(s)				

### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Gaurav Kanaujia	500042,BHEL, Corp.R&D, Vikasnagar, Near BBR Hospital, Hyderabad	1	N/A

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

### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**1)Security Deposit:** Successful bidder shall submit a security deposit within 15 days from the date of con tract. The amount of security deposit will be Five (5%) of the contract value.

Modes of deposit: The required Security Deposit of 5% of the contract value may be accepted in the following forms:

- (i) Cash (as permissible under the extant Income Tax Act),
- (ii) Local cheques of Scheduled Banks (subject to realization)/Pay Order/ Demand Draft/ Electronic Fund Tr ansfer in favor f BHEL R&D A/c 10202162640 (SBI),
- (iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL,
- (iv) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL),
- (v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras et c. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as ap plicable, in favor of BHEL),
- (vi) Insurance Surety Bonds (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).

Note: The Security Deposit shall not carry any interest

2) Interest of delayed submission of performance security (SD):Bidder agrees to submit performa nce security required for execution of the contract within 15 days from the date of contract. In case of dela y in submission of performance security, enhanced performance security which would include interest (RE PO rate+ 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be re covered as per terms defined in NIT/contract, from the bills along with due interest.

#### 3)SFMS Confirmation of Bank Guarantees (BGs):

Vendor/Contractor/Bidder to ensure that issuance of Bank Guarantee shall be confirmed by the issuing Bank directly to the Owner mandatorily through Structured Financial Messaging System (SFMS), as it provides an RBI supported Integrated Platform for Bank Guarantee Verification.

SBI Bank has been designated as BHEL Corporate R&D's Bank for receiving SFMS messages for BGs issued in favour of BHEL Corporate R&D.

BG shall only be obtained from Banks and Branches which are live on SFMS platform i.e. which have infras tructure to issue SFMS confirmation message along with the BG.

For SFMS, BHEL Corporate R&D Bank Details / other information are as follows:

SBI Bank, HAL campus Branch, Balanagar, Hyderabad.

IFSC Code: SBIN0001676.

Vendor/Contractor/Bidder to take a print out of SFMS confirmation message from the BG issuing bank bran ch and attach copy of same along with the hardcopy of BG while submitting the same to BHEL Corporate R &D. Same process has to be followed for any verification of BG amendment as well.

4) Compliance on Restrictions under rule 144 (xi) of the GFR: Please Submit the Annexure - A (on s

upplier's letter head) which is attached in ATC document.

5) Breach of contract, Remedies and Termination: In case of breach of contract, wherever the value

of security instruments like performance bank guarantee available with BHEL against the said contract is a t least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

- **6) Safety and statutory requirement:** The contractor / vendor shall ensure all safety and statutory requirement related to its staff.
- **7) Compliance of supplier:** Supplier should submit point wise compliance on bid documents i.e. scope of work, pre-qualification criteria, payment term, penalty and buyer added text-based ATC terms etc.

### 8) Conflict of Interest clause:

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the T ender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OE M/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent mor e than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are rec eived from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Propriet ary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bid der (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice -versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, t his does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that s uch conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclose d agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

**9) Banned List:** The offers of the bidders who are in the banned list and the offers of the bidders who eng age the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL websit

e www.bhel.com.

#### 10) Copy of following documents to be submitted by Bidders along with offer:

a. PAN CARD

b. GST certificate

c. Bank details

11)Bank details for BHEL R & D: Bharat Heavy Electricals Ltd., State Bank of India, A/c no: 1020216264 0. IFSC code: SBIN0010622 .

12)BHEL GSTIN No.: 36AAACB4146P1ZG

13) Price basis: FOR BHEL R & D, Hyderabad Basis

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#### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

# अस्वीकरण/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. 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.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the सामान्य नियम और शर्ते/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 सामान्य नियम और शर्ते/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.

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।/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, any bidder from a country which shares a land border with India 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.

---धन्यवाद/Thank You---