Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4703435
Dated/दिनांक : 28-02-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-03-2024 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-03-2024 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10110009-heep, Haridwar
Item Category/मद केटेगरी	Custom Bid for Services - Assistance in manufacturing repair of winding bars of Insulation Work of winding bars and other products of all TG Ratings
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (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/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Floor Price/न्यूनतम मूल्य	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). 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 :
Dy. Manager
10110009-HEEP, Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Ajay Kumar)

Splitting/विभाजन

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

1. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:1709089424.pdf

Service Level Agreement (SLA):1709089430.pdf

Payment Terms:1709089434.pdf

GEM Availability Report (GAR):1709091992.pdf

Custom Bid For Services - Assistance In Manufacturing Repair Of Winding Bars Of Insulation Work Of Winding Bars And Other Products Of All TG Ratings (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Assistance in manufacturing repair of winding bars of Insulation Work of winding bars and other products of all TG Ratings
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	NAKUL SINGH RANA	249403,BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar	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. **Forms of EMD and PBG**

   Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

   BHEL
   payable at
   Haridwar
   . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

3. **Forms of EMD and PBG**

   Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

   BHEL, Haridwar
   A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

4. **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

   BHEL HEEP COLLECTION A/C
   Account No.
   10667995458
   IFSC Code
   SBIN0000586
   Bank Name
   SBI
   Branch address
   RANIPUR HARIDWAR
   . 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.

5. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   1. The Parties who have been suspended or black listed or banned by BHEL HEEP , Haridwar or any other BHEL Unit and are under suspension at the time of bid submission will not be allowed to participate in the Tender and the bidder shou ld declare the same in the Tender. Even during the course of evaluation / finali zation of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

   2. The Bidder along with its associate / collaborators / sub – vendors / consultant s / service providers shall strictly adhere to BHEL Fraud Prevention Policy displ ayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it come

s to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL web site, vendor portals of Units / Regions intranet.

3. The offers of the bidders who are under suspension as also the offers of the bi dders, who engage the services of the firms debarred across BHEL, shall be rej ected. The list of firms debarred across BHEL is available on BHEL web site ww w.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action the reof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in conne ction 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 w ith equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to preve nt corruption and will not directly or indirectly influence any decision or ben efit which he is not legally entitled to nor will act or omit in any manner whic h tantamount to an offence punishable under any provision of the Indian Pe nal Code, 1860 or any other law in force in India.

1.2.2. 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 ti me by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasona ble cause, which causes loss of

business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tenderi ng/ award/ execution/ post-execution stage indulges in malpractices, 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 C

ode, 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 avail able on www. bhel.com and/or under applicable legal provisions.

4. The Bidder declares that they will not enter into any illegal or undisclosed agre ement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contract s, submission or non-submission of bids or any other actions to restrict compet itiveness or to introduce cartelization in the bidding process.

   In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

5. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

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A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to a nti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to ha ve a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict o f interest with one or more parties in this bidding process, if:

a. they have controlling partner (s) in common; **or**

b. they receive or have received any direct or indirect subsidy/ financial stake from any of th em; or

c. they have the same legal representative/agent for purposes of this bid; **or**

d. they have relationship with each other, directly or through common third parties, that put s them in a position to have access to information about or influence on the bid of another Bidder; **or**

e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are in volved. However, this does not limit the inclusion of the components/ sub-assembly/ Asse mblies from. one bidding manufacturer in more than one bid; **or**

f. In cases of agents quoting in offshore procurements, on behalf of their principal manufact urers, one agent cannot represent two manufacturers or quote on their behalf in a particul ar tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

   1. The principal manufacturer directly or through one Indian agent on his behalf; and

   2. Indian/foreign agent on behalf of only one principal,

or

g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit shoul d quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."

6. The contractor shall obtain Licence from Competent Authority under Inter State Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979 in case contractor engages in any day five or more workmen recruited from outside the state of Uttarakhand in which BHEL, HEEP, Haridwar located. The contractor shall submit a valid licence under Inter State Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979 to Contract Execution department on or before the commencement of contract. Further contractor has to ensure all the compliances of the provisions of Inter State Migrant Workmen (Regulation of Employment and condition of Service) Act, 1979.

7. Contractor shall provide necessary Uniform, Shoes and PPEs to the staff engaged in the contract.

8. For contract value Rs. 5,00,000/- (including GST) and above following shall be applicable:

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below:

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
c) Compensation in respect of each of the victims:
   (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)
   (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)

   Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

A. The Contractor shall necessarily buy Death cum Accidental insurance policy for all of his workforce to be deployed under the contract before commencement of work. The insurance Policy should cover the following compensation in respect of each of the victims:

   (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)
   (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)

B. The Contractor shall Indemnify and keep BHEL indemnified against any loss/claim which is brought against BHEL by third party on account of any negligence of the contractor or his workforce, while carrying out the services under the contract.

C. NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.

D. The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote itself."

9. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

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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 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/सामान्य नियम और शर्तें, conditons 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/सामान्य नियम और शर्तें 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---