



Bid Number/बोली क्रमांक (बिड संख्या) GEM/2025/B/6273720

Dated/दिनांक : 26-05-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिंड बंद होने की तारीख/समय	05-06-2025 15:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-06-2025 15:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	10210015-pser	
क्रेता ईमेल/Buyer Email	buyer1524.bhelb.wb@gembuyer.in	
ltem Category/मद केटेगरी	Custom Bid for Services - Comprehensive Annual Maintenance Contract for surveillance systems through IP PTZ CCTV cameras installed at various project sites of BHEL PSER for a Period of Two 02 Years	
Similar Category/समान श्रेणी	AMC of Integrated Security and Surveillance System	
Contract Period/अनुबंध अवधि	2 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 दस्तावेज	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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	
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	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिंड का प्रकार	Two Packet Bid	

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

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).	25

(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 :

ENGINEER

10210015-PSER, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises (Pinki Chandra)

MII Compliance/एमआईआई अन्पालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 MON 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 on-line 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 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.
- 4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: 1748239335.pdf

Payment Terms: <u>1748239336.pdf</u>

Scope of Work: <u>1748239346.pdf</u>

GEM Availability Report (GAR):1748239370.pdf

Pre Qualification Criteria (PQC) etc if any required 1748246028.pdf

Any other Documents As per Specific Requirement of Buyer -1:1748248638.pdf

Custom Bid For Services - Comprehensive Annual Maintenance Contract For Surveillance Systems Through IP PTZ CCTV Cameras Installed At Various Project Sites Of BHEL PSER For A Period Of Two 02 Years (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Comprehensive Annual Maintenance Contract for surveillance systems through IP PTZ CCTV cameras installed at various project sites of BHEL PSER for a Period of Two 02 Years	
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
Addon(s)/एडऑन		

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	Ravi Kumar	700091,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt lake	1	N/A

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

1. 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.

2. Purchase Preference (Centre)

Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer Added Bid Specific ATC (Annexure - A)

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PRE-QUALIFYING CRITERIA

JOB	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SURVEILLANCE SYSTEMS THROUG H IP PTZ CCTV CAMERAS INSTALLED AT VARIOUS PROJECT SITES OF BHEL PSER FOR A PERI OD OF TWO (02) YEARS
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SL NO.	CRITERIA
1.0	FINANCIAL CRITERIA
	(a) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF INR 5.4 LA CS DURING THREE CONSECUTIVE FINANCIAL YEARS 2021-22, 2022-23 and 2023-24 AND HA VING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1 (c). (b) BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST FIVE (5) FINANCIAL YEAR
	S ENDING ON 31.03.2024 ((i.e. FOR THE YEARS 2019-20, 2020-21, 2021-22, 2022-23 and 20 23-24) BIDDER TO SUBMIT AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR THE YEARS AS SUPPORTING DOCUMENTS.
	(c) IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THE THREE CONSECUTIVE YEARS INDICATED IN 1.0 (a) ABOVE, THEN THE APPLIC ABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS.
	(d) IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INS TEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
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SL NO.	CRITERIA
SL NO. 2.0	CRITERIA TECHNICAL CRITERIA
2.0	TECHNICAL CRITERIA THE BIDDER SHOULD HAVE EXECUTED* AT LEAST 02 (TWO) SIMILAR JOBS** AT ANY GOVER NMENT ORGANISATION / PUBLIC SECTOR UNDERTAKING / GOVERNMENT COMPANY / LIMITE D COMPANY / MULTI NATIONAL COMPANY IN LAST 7 (SEVEN) YEARS ENDING ON LATEST DUE
2.0	TECHNICAL CRITERIA THE BIDDER SHOULD HAVE EXECUTED* AT LEAST 02 (TWO) SIMILAR JOBS** AT ANY GOVER NMENT ORGANISATION / PUBLIC SECTOR UNDERTAKING / GOVERNMENT COMPANY / LIMITE D COMPANY / MULTI NATIONAL COMPANY IN LAST 7 (SEVEN) YEARS ENDING ON LATEST DUE DATE OF SUBMISSION OF OFFER. * THE WORD "EXECUTED" MEANS EITHER THE JOB HAS BEEN COMPLETED OR ANNUAL MAIN TENANCE CONTRACT (AMC) / WARRANTY SUPPORT FOR THE SYSTEM HAS SUCCESSFULLY C OMPLETED FOR 1 YEAR, EVEN IF THE TOTAL CONTRACT HAS STARTED EARLIER AND / OR IS
2.0	THE BIDDER SHOULD HAVE EXECUTED* AT LEAST 02 (TWO) SIMILAR JOBS** AT ANY GOVER NMENT ORGANISATION / PUBLIC SECTOR UNDERTAKING / GOVERNMENT COMPANY / LIMITE D COMPANY / MULTI NATIONAL COMPANY IN LAST 7 (SEVEN) YEARS ENDING ON LATEST DUE DATE OF SUBMISSION OF OFFER. * THE WORD "EXECUTED" MEANS EITHER THE JOB HAS BEEN COMPLETED OR ANNUAL MAIN TENANCE CONTRACT (AMC) / WARRANTY SUPPORT FOR THE SYSTEM HAS SUCCESSFULLY C OMPLETED FOR 1 YEAR, EVEN IF THE TOTAL CONTRACT HAS STARTED EARLIER AND / OR IS NOT COMPLETED / CLOSED. ** THE WORD "SIMILAR JOBS" MEANS "ANNUAL MAINTENANCE CONTRACT / WARRANTY SUPPORT FOR AT LEAST 2 (TWO) NOS. OF (CCTV / SURVEILLANCE / MONITORING OR EQUIVALEN

2.2	T H E BIDDER MUST HAVE A VALID ISO 9001:2008 (OR LATEST) CERTIFICATE OR A VALID ISO 27001:2013 (OR LATEST) CERTIFICATE. BID DER TO SUBMIT NECESSARY DOCUMENTARY EVIDENCE TO ASCERTAIN THE SAME. RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
3.0	BIDDER SHOULD HAVE VALID PAN. RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
4.0	CONSORTIUM /JV BIDDING IS NOT ALLOWED.
NOTE	
1.0	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSID ERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
2.0	BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TEND ER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.

Comprehensive Annual Maintenance Contract for surveillance systems through IP PTZ CCTV cam eras installed at various project sites of BHEL PSER for a Period of Two (02) Years

1. Scope of Work:

The Comprehensive Annual Maintenance of the entire surveillance system through IP P TZ CCTV cameras installed by BHEL PSER, for BHEL use, at the project sites (customer premises) listed in **Annexure-I** shall be under vendor scope. The scope is inclusive of r epair / restoration of the system where it is not in **working condition.**

Brief of installation:

- A. 42X optical zoom IP PTZ controlled cameras with NVR and display unit at site offices, interconnected through RF & OFC. CCTV feeds are viewed at various locations across BHEL through MPLS connectivity.
- B. Service Delivery Locations: Annexure-I
- C. The project site wise list of hardware installed is given in **Annexure-II**
- D. Major Items Covered under the Contract: Annexure-III

Terms & Conditions:

- a) Vendor shall be responsible for the continuous and smooth operation of the wire d, wireless network components, CCTV cameras, Network Video Recorders (NVR) and related hardware (both active and passive) including any accessories, software of the entire system for the contract period.
- b) Maintenance service shall cover services, repairs and replacement of parts, nece ssary to keep the equipment in good working condition during the contract perio d.
- c) Vendor is responsible for any type of service disruption due faulty device under t he vendor scope. Physical damage (like rat bitten / theft cases / damage / burnt cases) shall not come under vendor's service availability scope. System downtim e due to unavailability of raw power shall not come under vendor's service avail ability scope.
- d) Tools, testing equipment & any other material required for attending breakdown s shall be arranged by vendor.
- e) During the contract period, supply / replacement all necessary spares shall be of same make and model of the equipment installed at respective sites. In case, the same is not available, equivalent or higher specification shall only be acceptable to BHEL.
 - (i) Any kind of breakdown maintenance of the CCTV surveillance system i s under the scope of this contract. Vendor has to arrange visit of Servic e Engineers for the same as per SLA.
- f) Cost of travel and lodging and boarding of the Service Engineers is to be borne b y the vendor. No extra payment or arrangement in this regard is to be made by t he BHEL.
- g) The contactor shall take care of statutory requirements including PF/ESI, workm an compensation policy for any Service Engineer visiting the project sites.
- h) The contractor should arrange workmen compensation/ insurance policy for any Service Engineer visiting the project sites and a copy of the policy has to be sub mitted before commencement of work.
- i) All safety precautions are to be adhered by the vendor. Project sites are inside the customer premises so all the customer protocol for working at site are to be formula in the customer protocol.

ollowed.

- j) For maintenance / troubleshooting / support purpose vendor needs to furnish sin gle point contact and escalation matrix for the CCTV system. A call register shoul d be maintained for the record of call resolution.
- k) Vendor may visit the project sites where the CCTV surveillance system had been installed before submission of their offer.
- The vendor may inspect the items under the scope of AMC before start of the contract. There may be items which are out of OEM support. Arranging spares / replacement for such equipment is the responsibility of the vendor.
- m) Some devices may be found to be out of order. Such items shall also be under v endor scope (as per **Annexure-II**) for repair / replacement. Vendor may check a nd consider those in their bid. Item which are obsolete as on date or out of spar e vendor to provide similar or better item against such item.
- n) In some of the sites the existing camera / network set-up may be in not working condition at the start of the contract. Vendor shall repair / rest ore the same at the start of AMC. No additional charges shall be payabl e for the same.
- o) On shifting of the CCTV system to other location within the site or to other BHEL project sites, vendor shall provide AMC services for the system at new location.
- p) Transit Insurance is in the Scope of vendor.
- q) Loading / Unloading of all materials at site is in the scope of vendor.
- r) The scope is not splittable / not divisible.

2. Service Delivery Location:

Service deliverable at: BHEL project sites listed in **Annexure-I** along with postal addres s and contact person details

3. Contract Period:

Vendor shall provide Comprehensive AMC support for a period of **2 (Two) Years**. Contr act start date shall be from 2 (Two) weeks from the date of placement of LOI or as communicated authorized representative from BHEL (DTG & MSX), whichever is later.

4. Price / Rates:

AMC rates shall be fixed and firm for the entire contract period.

5. Security Deposit:

5% SD is applicable, which shall be submitted before start of the work and shall be returned immediately after the <u>satisfactory completion</u> of the contract and processing of fin al bill.

6. Payment Terms:

(a) Vendor shall submit project site wise invoices at the end of each quarter at respective sites. Quarterly bills shall be paid by respective BHEL PSER site offices, after completion of each quarter and within **90 days (45 days for MSE, 60 days for Medium Enterprises)** of receipt of the documents mentioned in **Table-A** after adjusting deduction against downtime / LD / penalty / additional payment (if any).

Table-A		
Α	Invoice in Triplicate	
В	Downtime reports in original (duly filled, verified and certified by BHEL Personnel)	

(b) Applicable GST and BOCW Cess (if any) shall be released to you upon compliance with the following conditions:

Table	-В
А	The goods or services covered under the invoice must be received in full, along with the corresponding valid tax invoice by BHEL.
В	Following GST compliances must be ensured within the timelines prescribed for availing Input Tax Credit (ITC) under GST law:
	(i) You declaring such invoice in FORM GSTR-1, and it being auto-populated into FORM G STR2B of BHEL through the common portal.
	(ii) Confirmation of GST payment by you to the government, verified through the filing o f your FORM GSTR-3B for the corresponding month or quarter.
С	Notwithstanding anything contained above, GST amount may be released along with the payment against Tax Invoice, provided:
	(i) Exposure of BHEL against such GST amount is sufficiently covered by the security de posit / Bank Guarantee / any other amount due to the vendor/contractor at the time of r eleasing such GST payment.
	(ii) Such relaxation to be allowed till the subsequent month i.e. till the GST compliances are done by the vendor / contractor against the given Tax Invoice.
	(iii) As long as the GST compliances are ensured on the part of the vendor / contractor, t his practice of releasing GST payment may be continued.

Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to B HEL will be recovered for the Final Payment / Retention.

7. Service Level Agreement (SLA):

The vendor has to ensure that all the cameras under AMC are in perfect working conditi on and are accessible over the network for a **minimum of 95%** of the total working ho urs (calculated on 24x7 basis).

The uptime shall be calculated as follows:

Uptime (%) = (Total working hours in a month - Total downtime in hours for the month) x 100 Total working hours in a month

Total working hours = Total no. of BHEL working days x 24

8. Penalty:

(a) Penalty due to downtime:

Penalty due to downtime shall be calculated for each site individually based on total no s. of hours for each IP camera.

Total Downtime in a month (in Hours) = A

Downtime (%) = $B = (A / Total working hours) \times 100$

Quarterly AMC charge <u>for the location</u> (In Rs.) = RTotal nos. of cameras installed at the location = C

Monthly AMC charge for a camera (In Rs.) $= M = R/(3 \times C)$

Amount of Deduction for the month (In Rs.) $= D = (B \times M) / 100$

(b) Penalty for delay in the start of work:

Penalty on delay in start of work will be applicable to the delays attributed to vendor. P enalty will be considered separately for the same. The rate of penalty for delayed start of work shall be @ 0.5% per week of delay of total contract value subject to maximum of 10% of total contract value.

(c) The maximum cumulative penalty to be imposed on the vendor shall be 10% of the total contract value. In case this value exceeds 10% of the total contract value, BHEL m ay invoke 'BREACH OF CONTRACT, REMEDIES AND TERMINATION' Clause.

9. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee av ailable with BHEL against the said contract is at least 10% of the contact value, the same be encashed. In cas e the value of security instruments available is less than 10% of the contract value, the balance amount be re covered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

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

10. Termination:

BHEL PSER may terminate this contact at any time by informing the vendor of BHEL PS ER's intention to do so in writing by giving notice for a period of one month and without assigning any reasons whatsoever. In such case no payment will be given for the balan ce period of contact including period of unsatisfactory services, if any.

BHEL reserve the right to terminate the contract of the respective machine(s) due to re peated failure on the part of vendor to attend to problems of machine(s) or due to othe r reasons, found necessary by BHEL for betterment / up-gradation of the systems. Unde r such circumstances, proportional amount shall not be admissible by BHEL for paymen t to the vendor

11. Force Majeure:

The service provider shall not be responsible for delay in delivery resulting from acts / events beyond his control, the service provider shall provide notice of the happening of any such act / event to the purchaser within 15 days from the date of its occurrence. S uch acts / events shall include but not be limited to acts of God, war, floods, earthquak es, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed a fter the date of order / contract.

- **12. Price variation Clause (PVC):** Not Applicable.
- 13. Over Run Charges (ORC): Not Applicable.
- **14. Quantity Variation:** The quantity under the scope of comprehensive AMC given in the scope are provisional and may vary to any extent at the time of execution of wor k. Quoted rates of the items shall remain firm throughout the contract period within the variation of $\pm 30\%$ of the total contract price.

15. Subletting of contract:

The contract or any part thereof shall not be subcontracted / assigned or otherwise transferred without obtaining prior consent in writing from BHEL PSER.

16. Limitation of Liability:

The Bidder's liability will be limited to the value of this contract only.

17. Evaluation Criterial:

Bidders shall be evaluated based on all-inclusive F.O.R price for the entire scope including GST.

18. Weightage:

Weightage of each project site w.r.t total contract value shall be based on nos. of came ras installed at the project site. Refer to the table below:

	Table-C: Site wise Weightage					
SI.	SI. Project Site No. of Camera Installed Weightage (in %)					
1	NTPC Barh	5	29.41176471			
2	NTPC BRBCL Nabinagar	2	11.76470588			
4	NTPC NPGCL Nabinagar	5	29.41176471			
3	NTPC Kahalgaon	3	17.64705882			
5 NTPC Bongaigaon		2	11.76470588			
	Total	17	100			

19. Annexure-I: Service Delivery Locations

	Annexure-I: Service Delivery Locations						
SI.	Project Site	Address	Contact Person				
1	NTPC Barh	Barh Site Office, Ganga Bihar, NTP C Transit Camp, P.O. Barh, Patna Bi har-803213	VIVEK SINHA 9471005290 vivek.sinha@bhel.in				
2	NTPC BRBCL Nabi nagar	BHEL Site Office, 4X250 MW Nabin agar Project BRBCL P.O. Nabinagar Dehri-onsone, Dist. Aurangabad, Bi har - 824 303	GOURI SHANKAR MONDAL 9912368400 gourishmondal@bhel.in				
3	NTPC NPGCL Nabi nagar	BHEL Site Office, 3X660 MW Nabin agar Project NPGCL Shivanpur, P.O. -Ankhora, Dist Aurangabad, Bihar, PIN: 824303	RAVI RANJAN PRABHAT 7763805525 ravi_dbg@bhel.in				

4	NTPC Kahalgaon	BHEL Site Office, BHEL-ESP (R&M) Stage-1 (4X210 MW), Old BMD Offi ce-NTPC, 1st Floor, Near Stage-1 C himney, NTPC-Kahalgaon, Bhagalp ur, Bihar, PIN-813214	RANJAN KUMAR SINGH 9470591708 rk.singh@bhel.in
5	NTPC Bongaigaon	BHEL Site Office, 3X250 MW NTPC- Bongaigaon TPP, P.O. Salakati, Dist . Kokrajhar (BTAD), Assam-783369	DILIP KUMAR DOLAI 9435516 095 dk.dolai@bhel.in

20. Annexure-II: List of Existing Hardware under the AMC Scope

	Annexure-II: List of Existing Hardware under the AMC Scope							
				QTY. BREAK UP FOR EACH SITE				
SL. NO.	ITEM DESCRIPT ION	UNIT	BARH	BRBCL	NPGCL	KAHAL GA ON	BONGAI G AON	TOTAL QTY.
A	ITEMS FOR SURV	/EILLAN	CE SYSTE	М				
1	IP outdoor PTZ c amera with moun t bracket, power supply unit and mounting kit, sup ported POE inject or	Numbe rs	5	2	5	3	2	17
2	Surveillance class common mi cro SD 128 GB	Numbe rs	5	2	5	3	2	17
3	Network Video R ecorder 16 chann el with 4X6TB SA TA surveillance cl ass HDD	Numbe rs	1	1	1	1	1	5
4(a)	Wireless bridge c onsisting of wirel ess base station and wireless CPE s operating on RF with supported P OE Injector	Numbe rs	2	0	1	2	1	6
4(b)	Wireless CPE ope rating on RF - clie nt station suppor ted POE Injector	Numbe rs	5	0	5	3	2	15
5	8 port Gigabit swi tch	Numbe rs	5	2	5	3	2	17
6	32 inches surveill ance monitor	Numbe rs	1	1	1	1	1	5

7	9U Rack - indoor (NVR section)	Numbe rs	1	1	1	1	1	5
8	Outdoor weather proof box (for ca mera locations)	Numbe rs	5	2	4	3	2	16
9(a)	1 kVA line interac tive / offline UPS	Numbe rs	1	1	1	1	1	5
9(b)	0.6 kVA line inter active / offline UP S	Numbe rs	5	2	4	3	2	16
10	CAT5 / CAT5e ST P cable	Box	1	1	1	1	1	5
11	Optical fiber cabl	Meters	3000	2000	0	0	0	5000
12	Fiber optic patch cord	Numbe rs	2	6	0	0	0	8
13	LIU for rack 12 p ort fully loaded w ith SCSM adapter / pigtail	Numbe rs	7	4	0	0	0	11
14	SFP Module SM	Numbe rs	2	4	0	0	0	6
15	CAT 6 UTP patch cord	Numbe rs	10	4	10	6	6	36
16	CAT 5 STP RJ45 c onnectors	Numbe rs	30	12	30	18	18	108
17	HDPE pipe (Local make)	Meters	300	100	0	0	0	400
18	Casing / Conduit (Local make)	Meters	500	300	600	300	300	2000
19	Safety Accessorie s for road and ov erhead works (Lo cal make)	Lot	1	1	1	1	1	5
20	1.5 sq. mm 3 cor e power cable	Meters	150	100	150	100	100	600
21	GI pipe - for road crossing	Meters	20	10	0	0	0	30

21. Annexure-III: Major Items Covered under the Contract

	Annexure-III: Maj	or Items Cove	ered under the Contract:		
SI. No.	SI. No. Item Description Make Model Quantity				
1	IP outdoor PTZ camera	Hikvision	DS-2DF8242IX-AEL T5	17 Nos.	

2	16 Channel NVR	Hikvision	DS-8632NI-I8	5 Nos.
3	RF Devices - Base Station	Cambium		6 Nos.
4	RF Devices - CPE	Cambium		15 Nos.
5	Optical Fiber Cable	Alphamax		5000 m
6	8 Port Gigabit Switch	D-Link		17 Nos.
7	32-inch Surveillance Monitor	LG		5 Nos.
8	1000VA Line Interactive UPS	Delta	VX1000VA, UPA102V2100B0	5 Nos.
9	600VA Line Interactive UPS	Delta	VX600VA, UPA601V2100B0	16 Nos.

22. Taxes and Duties

	Taxes and Duties
1	Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work a nd for execution of the contract.
	Any increase of above at any stage during execution of contract, including extension of the cont ract, shall have to be borne by successful bidder contractor. However, any increase of GST subs equent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.
	Benefit of any decrease of taxes including GST, Charges, Royalties, any State or Central Levy a nd other taxes for materials if any obtained for the work and for execution of the contract; subs equent to due date of offer submission as per NIT & TCN, by statutory authority shall be passed on to BHEL.
2	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.
	Registration should also bear endorsement for the premises from where the billing shall be don e by successful bidder on BHEL for this project / work.
3	Since GST on output will be paid by BHEL as enumerated above, bidder's quoted rates / price sh ould be after considering the Input Credit under GST law at bidder's end.
4	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
5	TDS under GST shall be deducted as per prevailing GST rules from the bills.
6.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
6.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
6.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to b e submitted.
6.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified cle arly in the invoice.
6.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due d ate for furnishing the statement of tax collected at the source.

6.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following decla ration is to be submitted along with each invoice: -
	"I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill."
6.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing I oss to BHEL, the same shall be recoverable from the vendor with applicable interest.
6.5	You shall comply with all statutory amendment/notifications in this respect.
7	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.
	BHEL GSTN - Refer attached GSTN code table of BHEL.
	Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later.
	Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhe re in the tender.
8	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHE L through following communication mode for enabling BHEL to meet its GST related compliance s.
	Portal address and Email address - Shall be intimated later.
	Specific details of above shall be intimated to successful bidder by BHEL at appropriate junctur e.
9	In case of delay in submission of above-mentioned documents on the date of dispatch, BHEL m ay incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be li able to be recovered from successful bidder, in case such delay is not attributable to BHEL.
10	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall is sue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
11	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules ther eof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall als o ensure prompt delivery of goods after dispatch.
12	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non-recei pt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from succ essful bidder along with interest levied/ leviable on BHEL, as the case may be.
13	Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed t ime as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electr onically through the common portal; and confirmation of payment of such GST to the Governme nt through filing of GSTR-3B of corresponding month/quarter.
	Bidder shall note that in case of delay in declaring such invoice in your return and GST credit av ailed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL to wards such ITC reversal as per GST law shall be recoverable from the successful bidder along wi th interest levied / leviable on BHEL.
14	Successful bidder to arrange for e-waybill for any movement of goods for the execution of the c ontract. Successful bidder has to make their own arrangement at their cost for completing the f ormalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit / Way Bill for this purpose.

15	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TC N, by statutory authority during contract period (including extension, if the same is not attributa ble to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
16	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.

23. Order of Precedence:

In case of contradiction / conflict, the order of precedence shall be in the order as per below:

- a) Buyer added bid specific ADDITIONAL TERMS AND CONDITIONS against GeM Bid issued
- b) GeM Bid.
- c) General Terms and Conditions on GeM.

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4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

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. 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 <u>General Terms and Conditions/सामान्य नियम और शर्तें</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 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---