





# बिड दस्तावेज़ / Bid Document

बिड वि	वरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-12-2025 15:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-12-2025 15:30:00		
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 - Comprehensive Annual Maintenance Contract (AMC) for 3x30 KVA UPS System		
समान श्रेणी/Similar Category	Customized AMC/CMC for Pre-owned Products		
अनुबंध अवधि /Contract Period	2 Year(s)		
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No		
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड 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	3		
ऑटो एक्सर्टेशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1		
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No		
बिड का प्रकार/Type of Bid	Two Packet Bid		

बिड विवरण/Bid Details		
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	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

#### र्डएमडी विवरण/EMD Detail

आवश्यकता/Required	No
Sild (44) (ii) Nequii eu	INO

## ईपीबीजी विवरण /ePBG Detail

2H-19H-1 /Dequired	l No
) आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
स्क्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	

- 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 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: 1765519580.pdf

 $\textbf{Scope of Work:} \underline{1765519595.pdf}$ 

**Payment Terms:** <u>1765519602.pdf</u>

GEM Availability Report ( GAR): 1765519693.pdf

Any other Documents As per Specific Requirement of Buyer -1:1765519705.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:  $\frac{1765519723.pdf}{1765519723.pdf}$ 

# Custom Bid For Services - Comprehensive Annual Maintenance Contract (AMC) For 3x30 KVA UPS System (1)

## तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values	
कोर / Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Comprehensive Annual Maintenance Contract (AMC) for 3x30 KVA UPS System	
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
एडऑन /Addon(s)		

## क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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## 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	Prabhat Kumar Hensh	500042,BHEL, Corp.R&D, Vikasnagar, Near BBR Hospital, Hyderabad	1	N/A

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

## 1. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Description: Comprehensive Annual Maintenance Contract (AMC) for 3x30 KVA UPS System (UPS 7400M,3x30 KVA, SI. No. 2004037M0599)

1) Security deposit / Performance security: The amount of security deposit is Five (5%) of the contract value which shall be submitted by Successful bidder and the amount will not carry any interest.

**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 Transfer in favor of BHEL R&D A/c 10202162640 (SBI)
- (iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Compani es 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 etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecate d/ pledged, as applicable, 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)

2) Interest for delayed submission of SD: Bidder agrees to submit performance security required for execution of contract within 15 days from the date of award of contract. 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. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/Contract, from the bills along with due interest.

Security Deposit shall be refundable to the contractor in accordance with the terms of the contract mentioned below:

The Security Deposit will be released along with the final bill or after completion of contact period for the work, whichever will be later, subject to the condition that nothing is outstanding against t he Contractor & upon fulfilment of contractual obligations as per terms of the contract.

Note: The Security Deposit shall not carry any interest.

- **3) Compliance on restrictions under Rule 144 (XI) of the GFR:** Submit the Annexure A whi ch is attached in ATC document.
- **4) Compliance on Treatment of cases regarding conflict of interest:** Submit the Annexure B which is attached in ATC document.
- **5) Technical Specification:** Bidder shall submit compliance on attached BHEL Technical specific ation (Annexure-I) for scope of work.
- **6) Terms of Delivery**: FOR BHEL R&D, Hyderabad.
- **7)** Safety and statutory requirement: The contractor / vendor shall ensure all safety and statutory requirement related to its staff.
- **8)** Vendor has to submit this GeM bid document duly signed and stamped on all pages. By submitt ing singed Gem bid document it affirms that vendor has accepted to all terms and conditions men tioned in this bid such as payment terms, delivery period, Terms of Delivery, Breach of contract, R emedies and Termination etc.
- 9) Vendor has to quote price(s) inclusive of GST and other applicable charges.
- **10) Banned firms:** The offers of the bidders who are under suspension as also the offers of the bi dders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

### 11) Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like performance bank g uarantee available with BHEL against the said contract is atleast 10% of the contract value, the sa me 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.

#### 12) Invoice registration and documents upload in SUVIDHA portal by suppliers:

Irrespective of the value of the invoice amount, the bidder/vendor should necessarily upload the d espatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to desp atch. All documents as per PO checklist, along with additional documents (if any), must be uploade d on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is all owed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHE L in absence of the above.

## 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove;
   and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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 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.

---धन्यवाद/Thank You---