

## Bid Document

| Bid Details                                                                  |                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bid End Date/Time</b>                                                     | 10-09-2021 12:00:00                                                                                                                                                                                                                              |
| <b>Bid Opening Date/Time</b>                                                 | 10-09-2021 12:30:00                                                                                                                                                                                                                              |
| <b>Bid Life Cycle (From Publish Date)</b>                                    | 90 (Days)                                                                                                                                                                                                                                        |
| <b>Bid Offer Validity (From End Date)</b>                                    | 60 (Days)                                                                                                                                                                                                                                        |
| <b>Ministry/State Name</b>                                                   | Ministry Of Heavy Industries And Public Enterprises                                                                                                                                                                                              |
| <b>Department Name</b>                                                       | Department Of Heavy Industry                                                                                                                                                                                                                     |
| <b>Organisation Name</b>                                                     | Bharat Heavy Electricals Limited (bhel)                                                                                                                                                                                                          |
| <b>Office Name</b>                                                           | 10450001-epd, Bangalore                                                                                                                                                                                                                          |
| <b>Item Category</b>                                                         | Custom Bid for Services - 2Years NonComprehensive AMC for Kent Water Purifiers                                                                                                                                                                   |
| <b>Contract Period</b>                                                       | 2 Year(s)                                                                                                                                                                                                                                        |
| <b>Past Experience of Similar Services required</b>                          | Yes                                                                                                                                                                                                                                              |
| <b>MSE Exemption for Years Of Experience</b>                                 | Yes                                                                                                                                                                                                                                              |
| <b>Startup Exemption for Years Of Experience</b>                             | Yes                                                                                                                                                                                                                                              |
| <b>SHG Exemption for Years Of Experience</b>                                 | Yes                                                                                                                                                                                                                                              |
| <b>Document required from seller</b>                                         | Experience Criteria,Certificate (Requested in ATC)<br>*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 |
| <b>Bid to RA enabled</b>                                                     | No                                                                                                                                                                                                                                               |
| <b>Time allowed for Technical Clarifications during technical evaluation</b> | 2 Days                                                                                                                                                                                                                                           |
| <b>Estimated Bid Value</b>                                                   | 148308                                                                                                                                                                                                                                           |
| <b>Evaluation Method</b>                                                     | Total value wise evaluation                                                                                                                                                                                                                      |

### EMD Detail

|          |    |
|----------|----|
| Required | No |
|----------|----|

### ePBG Detail

|          |    |
|----------|----|
| Required | No |
|----------|----|

## Splitting

Bid splitting not applied.

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
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. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

## Additional Qualification/Data Required

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1630385534.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1630385546.pdf](#)

**Scope of Work:**[1630385551.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1630385557.pdf](#)

**Service Level Agreement (SLA):**[1630385563.pdf](#)

**Payment Terms:**[1630385570.pdf](#)

**Penalties:**[1630385610.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1630385618.pdf](#)

**GEM Availability Report ( GAR):**[1630385627.pdf](#)

**Custom Bid For Services - 2Years NonComprehensive AMC For Kent Water Purifiers ( 1 )**

## Technical Specifications

| Specification                                                                                | Values                                               |
|----------------------------------------------------------------------------------------------|------------------------------------------------------|
| <b>Core</b>                                                                                  |                                                      |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | 2Years NonComprehensive AMC for Kent Water Purifiers |
| Regulatory/ Statutory Compliance of Service                                                  | YES                                                  |
| Compliance of Service to SOW, STC, SLA etc                                                   | YES                                                  |

| Specification | Values |
|---------------|--------|
| Addon(s)      |        |

### Additional Specification Documents

### Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address                                                                                                                    | Service Quantity of Procurement ( to be chosen 1 in all circumstances) | Additional Requirement |
|-------|-----------------------------|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------|
| 1     | Y Ravi                      | 560012,Bharat Heavy Electricals Limited, Electric and Photovoltaic Division, Prof. CNR Rao Circle, IISc Post, Malleshwaram | 1                                                                      | N/A                    |

### Buyer Added Bid Specific Additional Terms and Conditions

- Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address BHEL-SBD PROF. C N R RAO CIRCLE MALLESWARAM BANGALORE-560012 KARNATAKA.
- Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
- Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).
- Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
  - The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
  - The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - The Seller fails to comply with any material term of the Contract.
  - The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - The Seller becomes bankrupt or goes into liquidation.
  - The Seller makes a general assignment for the benefit of creditors.
  - A receiver is appointed for any substantial property owned by the Seller.
  - The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
- 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.

8. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

9. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

10. Buyer Added text based ATC clauses

1.AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in BENGALURU Dist. DOCUMENTARY EVIDENCE TO BE SUBMITTED. Bidders not meeting this clause shall be rejected.

2.MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply 100% of the requirement against this tender provided:

1. The MSE vendor matches the L1 price.
2. L1 price is from a non MSE vendor.
3. L1 price will be offered to the vendor nearest to L1 in terms of price

ranking (L2 – nearest to L1). In case of non-acceptance by the MSE

vendor (L2), next ranking MSE vendor will be offered who is within the L1+ 15% band (if L3 is also within 15% band).

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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](#), 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 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.

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.

**---Thank You---**