अनुबंध|Contract

AGM

Manager



अनुबंध क्रमांक | Contract No: GEMC-511687700341615 अनुबंध तिथि | Contract Generated Date: 09-May-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/4626742</u>

संगठन विवरण|Organisation Details

प्ररूप|Type: Central PSU

मंत्रालय|Ministry: Ministry of Heavy Industries and Public Enterprises

विभाग | Department : Department of Heavy Industry

संगठन का नाम|Organisation Name : Bharat Heavy Electricals Limited (BHEL)

कार्यालय क्षेत्र|Office Zone: 10450001-EPD, Bangalore

खरीदार विवरण|Buyer Details

पद | Designation : MANAGER WCC संपर्क नंबर|Contact No. : 080-22182221-2221

ईमेल आईडी|Email ID : buyer1114.bhelb.ka@gembuyer.in

जीएसटीआईएन|GSTIN:

Bharat Heavy Electricals Limited, Electric and Photovoltaic पता|Address: Division, Prof. CNR Rao Circle, IISc Post, Malleshwaram,

BANGALORE, KARNATAKA-560012, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमित|IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम|

Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम।

Designation of Financial Approval :

भुगतान प्राधिकरण विवरण | Paying Authority Details PAO

भुगतान का तरीका| BHEL

Payment Mode:

पद|Designation : Senior Account Officer ईमेल आईडी|Email ID : pao16.bhelb.ka@gembuyer.in

जीएसटीआईएन|GSTIN : 29AAACB4146P1ZB

Bharat Heavy Electricals Limited, Electric and Photovoltaic पता|Address: Division, Prof. CNR Rao Circle, IISc Post, Malleshwaram,

Bangalore, KARNATAKA-560012, India

Payments shall be made to the seller within 90 days of issue

Timelines:

भुगतान समयसीमा|Payment of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days

सेवा समाप्ति तिथि| Service End Date: 15-Jul-2024

time as provided in clause 12 of GeM GTC)

परेषिती विवरण|Consignee Details

क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact: 080-22182409-2409 ईमेल आईडी Email ID: buyer1144.bhelb.ka@gembuyer.in जीएसटीआईएन GSTIN: - पता Address: Bharat Heavy Electricals Limited, Electric and Photovoltaic Division, Prof. CNR Rao Circle, IISc Post, Malleshwaram, BANGALORE, KARNATAKA-560012, India	Custom Bid for Services - Transformer Oil Filtration Furan Analysis and Earth Resistance measurement in BHELSBD Bangalore

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रैता आईडी|GeM Seller ID : EC68190000918070

कंपनी का नाम|Company Name: SHRI KRISHNA LABORATORIES AND POWER SERVICES

संपर्क नंबर। Contact No. : 09448072011

ईमेल आईडी|Email ID: shrikrishna.power@yahoo.in

#44, 6th Main, Hubli, 8th Cross Priyadarshini Colony, Gokul Road, पता| Address :

Hubli, Karnataka-580030,

एमएसएमई सत्यापित|MSME verified :

एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-KR-13-0011839

एमएसई सामाजिक श्रेणी|MSE Social Category : एमएसई लिंग श्रेणी|MSE Gender: Male

जीएसटीआईएन|GSTIN: 29AJIPM6230F1Z6 (R)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण|Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 16-May-2024

श्रेणी नाम|Category Name: Custom Bid for Services

बिलिग चक्र|Billing Cycle: monthly

विवरण ।	Description	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Transformer Oil Filtration Furan Analysis and Earth Resistance measurement in BHELSBD Bangalore		
Regulatory/ Statutory Compliance of Service	YES	1	85000
Compliance of Service to SOW, STC, SLA etc	YES		

कुल राशि (सूत्र) |Total Amount (Formula) :

(1*Lumpsum Cost of Service in totality)	
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	85000
कुल एडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	85000
अनुबंध की राशि Amount of Contract	•
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	85000

एसएलए विवरण | SLA Details

Preface: Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section. The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer. Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal.

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW), stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

Guiding Principle: The Services contracts placed shall be governed by following set of Terms and Conditions:

- 1. General Terms and Conditions for Goods and Services;
- 2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document,

The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider

Intended Objectives And Goals of SLA: The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

- 1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
- 2. Present a clear, concise and measurable description of service offered to the buyer
- 3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- 4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
- 5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

Parties To The Agreement

The main stakeholders associated with this agreement are:

- 1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
- 2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to aboid ambiguity with respect to deliverable.

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "Detailed" specification of requirements is extremely critical please ensure that even standard assumptions on scope of work are laid down and described .
- $\bullet \;\;$ Make sure that specifications are endorsed by key stakeholders .
- Identify mandatory and non-mandatory requirements in scope of work · It should clearly provide the outcomes expected from solution/service delivery .
- The scope of work should mention what the outcome is based upon time or material?
- A check should be made that the final specification of requirements: (a) addresses the targeted outcomes and business objectives. (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables.
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises.
- Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"

Important Note: Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace. Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority. Service Providers's response may be assessed atime of technical evaluation.

Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

शुद्धिपत्र|Corrigendum

1. तक बढ़ाया गया|Extended Upto: 2024-03-04 12:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार|Additional Required Data/Document(s) : Buyer

- 1. Pre Qualification Criteria (PQC) etc if any required : click here
- 2. Scope of Work : click here
- 3. Special Terms and Conditions (STC) of the Contract :click here
- 4. Service Level Agreement (SLA): click here
- 5. Payment Terms: click here
- 6. Quantifiable Specification / Standards of The Service/ BOQ : click here
- 7. GEM Availability Report (GAR) : click here

अतिरिक्त डेटा/दस्तावेज़ : विक्रैता|Additional Data/Document(s) : Seller

- 1. Certificate (Requested in ATC): click here
- 2. Compliance Documents In Respect Of Sow Etc:click here
- 3. Compliance Documents In Respect Of Pqc And Itb: click here
- 4. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise :click here
- 5. Compliance Documents In Respect Of Specification And Standard Of Services :click here
- 6. Compliance Document In Respect Of Approach & Methodology: click here
- 7. Compliance Documents In Respect Of Project Experience Of Firms: click here
- 8. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity : click here
- 9. Any Other Documents As Per Bid (i): click here
- 10. Any Other Documents As Per Bid (ii): click here
- 11. Any Other Documents As Per Bid (iii): click here
- 12. Compliance Document In Respect Of Certification Of Resources .: <u>click here</u>

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA

नियम और शर्तें|Terms and Conditions

- 1. General Terms and Conditions-
- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 2. Buyer Added Bid Specific Terms and Conditions-
- 2.1 Generic.

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

BHEL SBD

Malleswaram

Bangalore-560012

Karnataka

INDIA

2.2 Generio

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.3 Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. 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.

2.4 Purchase Preference (Centre)

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers 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%. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.5 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.

2.6 Certificates

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.

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses	
1.Bid Evaluation shall be done in line with QUALIFICATION CRITERION attached under PQC by BHEL along with Tender other Terms and conditions.	
2. Vendor to comply all T&C as per NIT/Tender terms.	
3. Estimated Bid Value shown is including GST of 18%.	
4. Bidders are requested to read and understand the BOQ, Scope and other NIT Terms carefully before quoting.	
5.Bidders are requested to update their MSEs status in GeM before quoting. BHEL shall not be responsible for denial of benefits passed on account of MSEs status not being updat ed in GeM. The outcome of GeM is final and binding regarding MSEs status.	
6.BHEL reserves the right to negotiate with L-1 bidder if L1 price is not reasonable/justiable to BHEL.	
नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।	
Note: This is system generated file. No signature is required.	