

Bid Document

Bid Details	
Bid End Date/Time	09-05-2022 13:00:00
Bid Opening Date/Time	09-05-2022 13:30:00
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10450001-epd, Bangalore
Item Category	Monthly Basis Cab & Taxi Hiring Services - SUV; 3000 Km x 364 hours; Local 24*7
Contract Period	6 Month(s)
Minimum Average Annual Turnover of the Bidder	4 Lakh (s)
Years of Past Experience required	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
RCM Applicable	Yes
Time allowed for Technical Clarifications during technical evaluation	3 Days
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. 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.
6. 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.

Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

Additional Qualification/Data Required

Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):2

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):2

Minimum years (up to 5 years) of experience in related field:3

Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:2

Number (up to 100%) of vehicles demanded should have been provided in the past year to government agencies:1

Geographic Presence in States:Maharastra

Annual Turnover and Profit Requirement:NA

Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::As per Service level agreement

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen packageAs per Service level agreement

Scope of Work:[1650965214.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - SUV; 3000 Km X 364 Hours; Local 24*7 (3)

Technical Specifications

Specification	Values
Core	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Toyota Innova , Toyota Fortuner , Mahindra Scorpio , Mahindra Bolero
Usage Variant	3000 Km x 364 hours
Type of Service	Local 24*7
Year of Vehicle Model	2018 , 2020 , 2019 , 2021 , 2022
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Diesel
Addon(s)	
Outstation night charges applicable	Yes

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable	GST as per RCM	GST Cess 1 as per RCM	GST Cess 2 as per RCM	Optional RCM
NA	NA	Yes	5%	NA	NA	No

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Vehicle(s)	Additional Requirement
1	H Chakradhara Swamy	560012, Site In-charge, 50MW MAHAGENCO Solar Site, Bharat Heavy Electricals Limited, Solar Business Division,	3	- Estimated number of outstation nights per month per vehicle : 2 - Duration in Months : 6

Buyer Added Bid Specific Terms and Conditions

1. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address BHEL-SBD site office 50MW MAHAGENCO Solar PV Site Usmanabad 413501 Maharashtra.

3. Generic

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.

4. 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.

5. Generic

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 %.

6. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

7. Buyer Added Bid Specific ATC

ESSENTIAL REQUIREMENTS:

1. Vehicle's should be registered in Seller's name or should have an agreement with the owner and must furnish supporting documents.
2. Vehicle's manufacturing date should not be earlier than 2018.
3. Seller must furnish RC/registration copy, valid insurance, Pollution control certificate, All India/state permit copy for all the vehicles.
4. Commercial registration certificate, PAN & GST registration copy.
5. Seller must have a local office establishment in Maharashtra state. (declaration stating setup of local office after award of work may also be accepted.)

8. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

SCOPE OF THE WORK:

1. Providing Diesel Vehicles Hiring of three (3) Vehicles (A/c Bolero or A/c Scorpio or Equivalent as stipulated) for the official use for daily commuting to and fro BHEL-SBD site office, at MAHAGENCO 50MW SPV at Osmanabad, Maharashtra for a period of Six (6) months.
 2. The normal duty hours are 12 Hours in a day. In addition to this vehicle should also be made available over and above the specific working hours as and when require.
 3. The reporting place and time for duty will be informed by site in-charge. However, the starting and closing KM from transporter's place to reporting place will be allowed at actual or up to maximum 2 KMs in each way whichever is less.
 4. The vehicle(s) deployed should be in healthy condition and should have Commercial registration (Number board should be of yellow colour), standard tools, first aid kit and stepne. The vehicle(s) will be maintained clean both inside & outside on a daily basis.
 5. Kilometer reading meter of the vehicle shall be in healthy condition. Defective meter shall be set right within 24 hours failing which a deduction of Rs.100.00 per day shall be effected.
 6. Toll / Border Tax / Parking charges will be reimbursed by BHEL upon production of documentary evidence.
 7. The vehicle(s) should have valid tourist permit to perform outstation duties to surrounding cities /states.
 8. The bidder preferably shall be providing the vehicle as agreed in contract terms. Model of the vehicle should be no earlier than 2018 model and has to be maintained

in good running condition.

9. In case of non-availability of vehicle(s) for minor/major breakdown, an alternative vehicle(s) shall be arranged for maximum of seven days for minor breakdown and about twenty-one days for major breakdown. However, the arrangement of alternative vehicle(s) shall be allowed subject to fitness, road worthiness and proper documentation of vehicle. If the alternative arrangement is continued beyond twenty-one days, BHEL-SBD reserves the right to terminate the contract and impose penalty of one-month rental charges from the contractor. The vehicle provided in these conditions shall be of model not earlier than to existing one.
10. The contractor has to pay minimum wages to the driver/s as per the Government notification from time to time considering driver as a skilled labour.
11. The contractor shall submit the insurance of the vehicle which includes the insurance of the driver(s) also (valid for the entire tenure of the contract) after the receipt of work order.
12. All expenses towards salary of driver/s. repair & maintenance, running oil cost, engine oil, damages due to accident, comprehensive insurance, road tax, or any other renewals, etc. shall have to be met by the owner of vehicle(s) at his own cost.
13. Diesel should be provided by the contractor for day to day operation. Wastage of time (for filling diesel) during duty hours shall be avoided. One day per month shall be allowed for maintenance purpose (on Sundays only). In such a case the contractor shall arrange an alternate vehicle, if required.
14. The driver/s so deployed must have the valid driving license and proven an accidents and have good behavior. The licenses of the drivers employed on the vehicles will be verified by the company before vehicle is engaged. Driver so employed should not be under the influence of liquor OR intoxicated during the duty hours. A penalty of Rs. 1000/- per instance shall be levied if any instance is reported by the user.
15. LD/Penalty shall be levied on Refusal to perform duty by the driver/s will be treated as non-deployment of the vehicle for that particular day and deduction at the rate of three times per day rental charges will be recovered. The decision of BHEL's representative will be final for effecting such penalty after evaluating the merit of such incidence.
16. In case of misbehavior by the driver/s the contractor has to take immediate action and the decision of BHEL's representative in this regard will be final and binding.

17. The driver/contractor's representative will meet the BHEL's representative regularly to get instruction regarding the deployment of the vehicle.
18. Should the vehicle(s) deployed met with an accident, **no claim** on account of damage to the vehicle(s) or the persons traveling in such vehicle including the employees of the contractor, driver/s cleaner of the vehicle shall be entertained by the company.
19. Should the vehicle(s) deployed by the contractor met with an accident due to reasons attributable to the contractor or his employees and cause damage to the persons/property of the company, the contractor shall be liable to make good such losses in the manner as prescribed by the company.
20. The company shall further be entitled to recover the amount so paid by way of compensation under the aforesaid act or under any other law by deducting the sum from bill or from any other sum due to him.
21. The bills along with log book/trip sheets of the month and any other document/s as required by BHEL's representative will be submitted to BHEL on completion of a month. Proper logbook is to be maintained by the contractor for the vehicle hired. The monthly Running Account (RA)/Final bill will be paid only after submission of complete logbook and as certified by Site Engineer/In charge.
22. Further, if required the contract may be extended by mutual consent, if BHEL satisfied with the performance, service and condition of the vehicle or to short close the contract fully or partially as may be felt necessary by serving information to the service provider a 3 days' notice period.
23. This is not an exclusive contract with you for this activity and not withstanding any contained herein and without any prejudice to our right under this, we shall be free at our option to obtain above mentioned service from any other source.

9. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

10. **Generic**

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

11. **Generic**

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:

- i) The Seller fails to comply with any material term of the Contract.
- ii) 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.

iii) 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.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

12. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

13. **Service & Support**

The Service Provider is required to have at least 30 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

14. **Service & Support**

The Service Provider must own 30% of the bid quantity of vehicles in Service Provider's name or in the name of the proprietor / partner of the Service Provider. Necessary documents relating to proof of ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles will be part of the fleet to be deployed by the Service Provider in case he gets the contract against this bid.

15. **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.

16. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

17. **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.

18. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

19. Generic

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. yes by bidder only
2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

20. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

21. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

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---

