

Bid Document

Bid Details	
Bid End Date/Time	15-06-2021 14:00:00
Bid Opening Date/Time	15-06-2021 14:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	70 (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 - Sedan; 1650 km and 360 Hours; Local
Contract Period	2 Year(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
SHG Exemption for Years of Experience and Turnover	No
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
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	1335600
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.

Additional Qualification/Data Required

Geographic Presence in States:KARNATAKA

Monthly Basis Cab & Taxi Hiring Services - Sedan; 1650 Km And 360 Hours; Local (1)

Technical Specifications

Specification	Values
Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Toyota Etios
Usage Variant	1650 km and 360 Hours
Type of Service	Local
Year of Vehicle Model	2020 , 2020 Ex Showroom
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C

The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid	Yes
Area of Operation	Plains
Addon(s)	
Outstation night charges applicable	No

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Service Number of Vehicle(s)	Additional Requirement
1	Partha Datta	560012,Bharat Heavy Electricals Limited, Electric and Photovoltaic Division, Prof. CNR Rao Circle, IISc Post, Malleshwaram	1	Duration in Months : 24

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 opp. Tata Institute Post, Malleshwaram Bangalore-560012 Karnataka.
- 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.
- 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 %.
- 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.
- 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 25% 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. In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.

2. BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.

3. PRICE VARIATION (PVC) CLAUSE: The rates finalized will be firm during the contract period. However, in case of change in fuel prices, a change in the rate will be allowed in the following pattern subject to documentary evidence regarding such change. Rates as per PVC will be given effect from 1st day of subsequent month only. (i.e. for the average price of regular diesel (IOCL's retail outlet at Bengaluru) during the month of May, PVC rates will be given effect from June month). The fuel price (**regular diesel**) prevailing at **IOCL's retail outlet at Bengaluru** on the date of NIT (Notice Inviting Tender) will be the base price for price variation clause.

Price variation clause will be applicable only when there is increase / decrease in fuel price (regular diesel) per Litre to the tune of one rupee or more compared to previously considered rate.

The changes will be as per following rates:

Type of vehicle	PVC per KM per Rupee change in fuel price.	
Sedan class of diesel air-conditioned taxis.	09 Paisa	

No increase will be admissible on any other account.

E.g. a) In case if there is increase/decrease in fuel price by one Rupee or more, then, new rate for sedan class diesel-AC taxi would be calculated as follows. The new rate will be rounded off to nearest rupee for monthly rental.

New monthly rental in Rs. = Existing monthly rental in Rs. $\pm$ (1650 KM x 0.09 x change in fuel price in Rs)

Rate for extra kM beyond 1650kM shall be as per GeM Terms.

Base Price for PVC shall be Diesel price at IOCL outlet in Bengaluru as on date of publishing bid.

4.The bidder must have at least three years experience (ending month of March prior to the bid opening) of

providing similar type of services to Central/State Government/PSUs/Nationalised Banks/Reputed Organisations.

Services rendered with list of such Central/State/PSUs/Nationalised Banks/Reputed Organisations with duration of

service shall be furnished. (Seller to upload relevant document as part of bid submission. Buyer will verify the

documents submitted by seller.)

5.The bidder must have successfully executed/completed similar services, over the last three years i.e. the current

financial year and the last three financial years:- (Seller to upload relevant document as part of bid submission.

Buyer will verify the documents submitted by seller.)

1) Three similar completed services costing not less than the amount equal to 40% (Forty per cent) of the

estimated cost; or

2) Two similar completed services costing not less than the amount equal to 50% (Fifty per cent) of the

estimated cost; or

3) One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the

estimated cost.

6. Average Annual financial turnover of related services during the last three years, ending 31st March of the

previous financial year, should be at least 30% (Thirty per cent) of the estimated cost. (Seller to upload relevant

document as part of bid submission. Buyer will verify the documents submitted by seller.)

7. Office of the Service Provider is required to be located at a place near to the consignee(user) for sake of better

co-ordination, smooth services and other administrative factors. In support, service provider will give details of

office address, landline number, Contact Person and his mobile number along with bid failing which there offer

will not be considered.

11. Buyer uploaded ATC document [Click here to view the file.](#)

12. 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.

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

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---