

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-12-2025 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-12-2025 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	150 (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	10300018-pswr
वस्तु श्रेणी /Item Category	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - SUV; Maruti Suzuki Ertiga, Maruti Suzuki XL6, Mahindra Scorpio, Mahindra Bolero, KIA Carens; 2018; 150000; A/C; 12
अनुबंध अवधि /Contract Period	1 Year(s) 1 Month(s) 26 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	3 Lakh (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
लागू आरसीएम/RCM Applicable	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	720000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and

technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.

3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

5. 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.

6. 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.

7. Past Experience of Similar Services: 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(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

8. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

जीएसटी की धारा 9(3)|/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.

जीएसटी की धारा 9(3)| / Section 9(3) Of GST

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If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

Monthly Basis Cab And Taxi Hiring Service - Without Fuel - SUV; Maruti Suzuki Ertiga, Maruti Suzuki XL6, Mahindra Scorpio, Mahindra Bolero, KIA Carens; 2018; 150000; A/C; 12 (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	SUV
Type of car	Maruti Suzuki Ertiga , Maruti Suzuki XL6 , Mahindra Scorpio , Mahindra Bolero , KIA Carens
Year of Vehicle Model	2018
Vintage in KM	150000
Air Conditioning	A/C
Engagement Hours per Day	12
Fuel to be provided by Buyer	To be reimbursed to the Service Provider as per actual consumption.
Driver Required	Yes
Type of Terrain	Plain and Hilly
Fuel type of vehicle	Diesel
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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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents
प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Manish Kumar	829119,BHEL SITE OFFICE 3X800MW, PVUNL PATRATU DIST- RAMGARH, (JHARKHAND) PIN-829119	2	<ul style="list-style-type: none"> Estimated KMs to be traveled in a month : 5000 Duration in Months within the Contract Period : 12

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Job Description	Monthly hiring of two 6+1-seater commercial SUV vehicle for BHEL employees at 3x800 MW PVUNL Patrattu site, Ramgarh, Jharkhand
Vehicle Type	Mahindra Scorpio, Mahindra Bolero, Kia Carens, Maruti Suzuki XL6, Maruti Suzuki Ertiga
Model / Make Year	After 01st January 2018
No. of vehicles	02 No.
Contract Duration	12 months
Commencement of Work	AS PER WRITTEN INTIMATION FROM BHEL AFTER AWARD FOR A PERIOD OF 12 MONTHS, SEPARATELY FOR EACH VEHICLE

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*** The approval for the detailed estimate will be taken in separate note sheet

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The Scope of Work and Additional Terms & Conditions (ATC) of the Contract are as under:

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A: SCOPE OF WORK

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1. **THE QUALIFIED CONTRACTOR SHALL PROVIDE TWO 6+1-SEATER COMMERCIAL SUV VEHICLE AS MENTIONED ABOVE WITH AC (Make after 01st January 2018), BEARING A COMMERCIAL NUMBER, ON MONTHLY HIRING BASIS WITH DRIVER.**
2. The vehicle should be immaculate & in good running condition, and will be used for the conveyance of BHEL employees, in and around Ranchi and in the premises of 3x800 MW PVUNL Patratu Site, Ramgarh, Jharkhand.
3. It is imperative to note that, the contractor will be required to provide the vehicle, as indicated in Clause (1) above, on all days of the month including the days of any sort of strike called, since BHEL & PVUNL comes under the purview of Essential service.
4. **Only registered taxi (Yellow number plate) in good running condition, should be deployed which shall have valid registration and a valid comprehensive Insurance cover.**
5. **VEHICLE WILL BE HIRED ON FIXED MONTHLY RENTAL BASIS AND REIMBURSEMENT OF FUEL WILL BE MADE SEPARATELY AT THE PREVAILING RATE OF DIESEL ON AN AVERAGE OF 10 (TEN) KM RUNNING PER LITER OF FUEL.** Diesel cost will be reimbursed as per average diesel price for the calendar month. The total KM running shall be calculated as per the trip sheet signed by the user.
6. **THE VEHICLE ON MONTHLY HIRING BASIS WILL BE REQUIRED FOR CONTINUOUS 12 HOURS' DUTY PER DAY. ADDITIONAL CHARGES FOR DUTY BEYOND 12 HOURS PER DAY WILL BE PAID @ RS 60/- PER HOUR.** The reporting time shall be strictly as per the specific requirement of the concerned Authority / EIC. **ADDITIONAL CHARGES FOR OUT STATION NIGHT HALT DUTY WILL BE PAID @ RS. 150/- (ONE HUNDRED FIFTY) PER NIGHT HALT AND IT WILL BE PAID FOR OUT STATION ONLY (EXCEPT FOR RANCHI AND PATRATU).**
7. The parking charges, toll tax, barrier tax, state border entry tax etc., during duty, will be paid extra by BHEL on actual against documentary proof along with the monthly bill.
8. **The driver must be holding a professional valid driving license of commercial cars with adequate experience.** He should be well conversant with the roads and streets of surrounding areas, and also should have an experience of driving on high ways. The driver shall be able to do minor repairs of vehicle and attend to break downs, for which required tool box must be provided with each vehicle.
9. The owner/driver of the vehicle should maintain correct records of running kms, in the log book provided by BHEL for recording relevant details and must have mobile / cellphone facilities, so that he can be contacted as and when necessary.
10. **Every morning the odometer readings of the vehicles shall be verified by HR department / vehicle in charge before the start of subsequent trips.**
11. In case of any accident involving the vehicle of the contractor supplied to BHEL, all liabilities whatsoever, on account of any loss or damage, to any person or property incurred, the same shall borne by the contractor himself solely and BHEL shall not be held responsible for the same at any cost.
12. The Vehicle shall be properly maintained and serviced at regular intervals i.e. every month by the contractor at this own cost.
13. The Vehicles will be required to move in and around Ranchi, 3x800 MW PVUNL Patratu Site, Ramgarh, Jharkhand and other places of Bihar, Jharkhand & West Bengal as and when required. **However, for movement beyond Jharkhand actual cost of road permit will be reimbursed on submission of documentary evidence.**

14. The Contractor shall maintain sufficient funds with the Driver to meet any emergency requirement of fuel, parking fees, toll tax, emergency repair/maintenance etc. The Fuel tank of vehicle must be half filled at any time of duty hours.
15. Mileage meter (KM indicator Meter) reading should be in proper working condition/sealed. If KM indicator of the vehicle is not working or found to be tampered at any point of time, BHEL reserves the right to impose a penalty or terminate the contract without any notice.
16. **BHEL shall allow reimbursement of 5 km distance traveled each way for reporting to duty from garage and from place of release from duty to garage.**
17. The bidder may be required to make his vehicle available at this office inspection by BHEL for the purpose of assessing its suitability vis-à-vis the special terms and conditions.
18. The bidder may be required to ensure that his vehicle tyres should not be more than 2 years old. It is to be replaced after every 2 years.
19. **Safety:** The following accessories /safety devices shall be compulsorily installed /provided in the vehicle deployed by the contractor:
 - Seat belts
 - First Aid Box with Band Aid, Pain Killer Tablet, Bandage, Mercurochrome, Dettol, Cotton, Neosporin ointment etc.
 - A small fire extinguisher (in working condition)
 - Stepney tyre in the vehicle
 - Necessary Tool kits
20. **The vehicle will run locally in Patratu or to & from Ranchi as per the instructions of BHEL representatives. Accordingly, the bidder must arrange for the stay of driver and parking of vehicles at Ranchi/Patratu location.**
21. **The bidder has to arrange gate pass for the driver & vehicle for entering into PVUNL plant area. Non-availability of gate pass for more than one-day period shall be treated as non - availability of vehicle services.**

B: Contract Period:

Duration of this contract will be for a period of 12 (Twelve) months from the date of its commencement with a provision of short closing of the contract, as per the requirement of BHEL. Rental charges of vehicles hired shall be FIRM and valid during the above period.

1. **The vehicle services may be discontinued as per BHEL's requirement and also due to non-satisfactory services rendered by the successful bidder with one month's notice period.**

C: PQR:

S I . N o.	PRE-QUALIFICATION CRITERIA	REMARKS
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1	TECHNICAL: Bidder must have successfully executed any Vehicle Service Contract in Office Establishment/ Railway Establishment/ Educational Institution/ Corporate/ PSU or in any other commercial establishment etc. i.e. Bidder must have successfully completed similar works during last 07 years ending last day of the previous month. The bidder should meet the following (1.1 or 1.2 or 1.3) in the last seven (7) years as on latest date of bid submission: - 1.1) Single work order of Rs. 5.76 Lakhs or of more value OR 1.2) Two work orders of Rs. 3.60 Lakhs or of more value OR 1.3) Three work orders of Rs. 2.88 Lakhs or of more value	Bidder to furnish work order & proof of work execution to establish the Technical Qualifying Criteria. Exemption for MSE bidder: Allowed for Service Category only
2	FINANCIAL: Average annual financial turnover during the last 03 years ending 31st March of the previous financial year should be Rs. 03 Lakhs only. Financial statement (Balance Sheet & Profit and Loss A/c) duly certified by Chartered Accountant and/or ITR for last 3 financial year may be considered.	Exemption for MSE bidder: Allowed for Service Category only
3	OTHER: The bidder must specify the Type, Model & Make of the vehicle to be deployed against this particular Bid as per the Options given i.e. Mahindra Scorpio, Mahindra Bolero, Kia Carens, Maruti Suzuki XL6, Maruti Suzuki Ertiga (Make after 01st January 2018).	Bidder to furnish documentary proof for qualification (RC copy)
4	Service Provider's Registered Vehicle / Office Address should be of Jharkhand State	Bidder to furnish Proof of Office in Jharkhand (If the agency or vehicle to be deployed is from any other state)

D: Taxes, Duties, Levies:

- a) Evaluation of Bid will be done inclusive of GST.
- b) Normally GST on renting of vehicle is discharged by BHEL on reverse charge basis, but if any registered party enters for the bid and wishes to claim GST on forward charge basis, then the party has to indicate the same in bid. Input credit of GST paid on renting of vehicle is not available to BHEL, hence Evaluation of bid will be done on total cost to BHEL including GST.
- c) All taxes excluding GST but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by the Contractor and shall not be payable extra. Any increase of the taxes, excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
- d) GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return

- e) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill to' details will as below:
 BHEL GSTIN – 20AAACB4146P5ZP
 NAME - Bharat Heavy Electricals Limited
 ADDRESS – BHEL PSWR
 3x800 MW PVUNL Patratu Site
 Patratu, Ramgarh – 829119
 Jharkhand.
- f) In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
- g) Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non-receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
- h) Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- i) New taxes and duties: -Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
 Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
 In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
- j) TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- k) TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.

E: LD/ Penalty:

- a) **In case of non-compliance of the standards of the services to be provided as per the agreement, the penalties and fines shall be levied as per the GeM Service Legal Agreement (SLA).**
- b) One Day Free Service Time per month for the maintenance of vehicle will be provided on mutual consent between BHEL & the service provider.
- c) The vehicle provided shall be as per the specifications (make, model etc.) detailed in the bid document, failure to do so shall attract a penalty of 10% of the per day rental value.

Eg: Assuming the monthly rental as Rs. 30,000/-, daily rental for the month having 30 days comes to be Rs. 1,000/-. In the event of providing vehicle, inferior to the specifications of the bid, 10% of the daily rental i.e. Rs. 100/- shall be deducted for that day.

Similarly, for the month having 31 days, the daily rental comes to be Rs. 968/-. In the event of providing vehicle, inferior to the specifications of the bid, 10% of the daily rental i.e. Rs. 97/- shall be deducted for that day.

Same formula shall be applicable for the month of February too.

- d) Deduction of GST on penalty (if any) will also be levied as per the applicable rates.
- e) LD Clause shall be applicable as per GeM GTC.
- f) On not providing the vehicle during the contract period, Rental for the number of days absent + 10% penalty shall be admissible.

F: Payment Terms:

- a) All payments shall be made by account payee Cheque/ECS after receipt of correct monthly bills and supporting documents at BHEL site office.
- b) The Normal time frame for payment is as under:

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

G: Others

- a) **PVC Clause:** Not Applicable
- b) **ORC Clause:** Not Applicable
- c) **Security Deposit:** Not Applicable
- d) **SERVICE PROVIDER'S REGISTERED ADDRESS: JHARKHAND STATE**
- e) **Bidders must submit Duly signed copy of this ATC/NIT as a token of their unqualified acceptance to the terms & conditions mentioned herein before.**
- f) **BHEL reserves the right to extend / short-close the contract as per requirement.**

H: LIST OF DOCUMENTS TO BE SUBMITTED:

- a) **MSME Certificate (If available)**
- b) **Make in India (MII) Certificate or Declaration (As per GeM rules)**
- c) **Proof of Experience as per PQR**
- d) **Proof of Turnover as per PQR**
- e) **NIT / Bid Document signed in all pages as an acceptance to all the terms & conditions of the NIT**
- f) **RC of the probable vehicles to be deployed as per the specifications mentioned in the NIT**
- g) **Proof of Office in Jharkhand (If the agency or vehicle to be deployed is from any other state)**

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 [attached categories](#), 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/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 शर्तें/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---