

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	16-12-2025 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	16-12-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	45 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Steel
विभाग का नाम / Department Name	Steel Authority Of India Limited
संगठन का नाम / Organisation Name	Alloy Steel Plant
कार्यालय का नाम / Office Name	Materials Management Department
वस्तु श्रेणी / Item Category	Custom Bid for Services - Collection and Transportation of Burnt Lime & Dolomite form DSP to ASP and Unloading, bagging & loading in Stellar Bin at ASP
समान श्रेणी / Similar Category	<ul style="list-style-type: none"> Goods Transportation service - Monthly Based Service
अनुबंध अवधि / Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
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	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

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 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.
2. 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.

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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price break up - [1764067736.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Instruction To Bidder:[1764067776.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1764067802.pdf](#)

Scope of Work:[1764067808.pdf](#)

Payment Terms:[1764067813.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1764068144.pdf](#)

GEM Availability Report (GAR):[1764068172.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1764068207.pdf](#)

Custom Bid For Services - Collection And Transportation Of Burnt Lime & Dolomite Form DSP To ASP And Unloading, Bagging & Loading In Stellar Bin At ASP (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Collection and Transportation of Burnt Lime & Dolomite form DSP to ASP and Unloading, bagging & loading in Stellar Bin at ASP
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
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
100%	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Manjai Madhawa	713208,Alloy Steels Plant Durgapur	1	N/A

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. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

1. To collect Lime & Dolomite from NLCP/DSP on as and when required basis in loose condition in dumpers. Dumpers are to be placed with specific clearance from GM (MM-S&I) or his authorized nominee.

2. Transportation of the same in covered condition (TARPULIN) from DSP to ASP till unloading, so as to protect from moisture. Dumper carrying material should report on same day ASP after collection from DSP by 4-30 pm positively. Any delay in this regard should have necessary endorsement from GM (MM-S&I). Unloading of materials at designated places, specified by GM (MM-S&I) or his authorize nominee.

3. Bagging of Burnt Lime/Dolomite in HDPE Jumbo bags (approx. 100/200/300-500/1000 kg capacity bag or as per requirement) including stitching of the mouth. Bags will be provided from ASP store. Efforts are to be made to bag the material on same day of delivery and to complete within next working day. For any delay in completion of bagging deduction will be made from the contractor's bill@20% of the bagging charge for the defaulted quantity for delay of every calendar day, beside ASP will be at liberty to use material by engaging alternate means in case of any urgent requirement with recovery of equivalent amount from the contractor. Daily reconciliation will be done through ASP Stores to this effect.

4. Loading of burnt lime /dolomite in bag and stellar bin will be done by the contractor.ASP crane at the lime storage station will be provided by ASP, however crane operator will be provided by party.
5. Loading of loose lime/dolomite in stellar bin is to be done by Contractor engaging JCB/mechanized equipment (at their cost)
6. In case of any failure by the contractor in lifting the allotted quantity/placement of vehicle suitably, ASP reserve right to divert the quantity to other/employ other mode as may deem fit at its sole discretion, to get the material from DSP.
7. All tools and tackle as per requirement are to be arranged by the contractor at their risk and cost. The Contractor/person engaged for the job by contractor shall not indulge in any activity prejudicial to the interest of SAIL
8. The Contractor shall be responsible for safe transportation of materials from DSP. Durgapur to ASP, Durgapur at their own risk.
9. The contract shall be valid for a period of ONE YEAR. The contract may be extended by three Months at the same rate, Terms & Conditions or may be short closed with a notice of seven days at the sole option of SAIL/ASP.
10. The estimated quantity to be collected from DSP is 14000 Ton in TWO YEAR period however this quantity may vary depending upon the requirement and availability from DSP. Estimated quantity for various activities is shown in price bid format. The worked out annual quantity may vary +/- 25% of tender quantity depending on the availability of material from DSP.
11. Estimated quantity for different jobs is detailed as under:

Job No	Description of job	Estimated Quantity in 2 year (Ton)
1	Collection & transportation of Burnt lime & Dolomite on as & when required basis from NLCP-DSP to ASP in Dumpers including unloading at designated place in ASP.	14000
2	Manual bagging of Burnt Lime / Dolomite in Jumbo bags at ASP (Bags will be provided by ASP)	10000
3	Filling of stellar bin with lime	14000

Note:- Quantity shown against each activity at clause 11 are estimates & may vary during execution. The determination of contract finalisation shall however be done for the quantities as mentioned in clause no 11. Bidders are to quote lump sum price for full service on GeM inclusive of taxes and to provide breakup separately as per format enclosed in bid.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. The total quantity of different category of materials stated above are estimates and are liable to fluctuations on either side depending upon exigencies of work/availability and determination of the same shall rest entirely at the discretion of employer. But notwithstanding any variation in such quantities of material, the contractor shall be liable to carry out the work and shall in no circumstances be entitled to claim any damage compensation, enhanced rate from the employer for such variation in the quantity of materials.
2. No Charge shall be payable by ASP for any empty return of vehicle. Dumpers however are to be placed regularly as per advice of ASP, DSP authorities.
3. Contractor shall be primarily responsible for safe custody and delivery of goods. Any shortage/damage/pilferage/theft to consignment during transit is the entire responsibility of the contractor and contractor is liable to make good of the losses suffered by ASP on account of the same and or any losses arising out of it

he violation of any terms & conditions of the contract.

4. Contractor should ensure that the transportation of the burnt Lime/ Dolomite from DSP to ASP and should be reported at CSD, ASP within 4.30 pm positively.

5. Weighbridge Tolerance & recovery of shortage receipt: each consignment shall be weighed at ASP weighbridge as per procedure of the plant. Weighbridge tolerance of +/- 0.5% of material weight shall be permitted as per procedure in ASP. The cost of entire shortage in case of receipt is lower than the permissible weighbridge tolerance, Shall be recovered from the contractor's bills at the rate applicable at that time.

6. Contractor shall provide a summarized statement of monthly quantity lifted during the period from DSP for reconciliation. Any short fall in receipt quantity shall be on account of the contractor. Shortage assessed as per ASP's present procedures shall be final.

7. Contractor shall have to follow guidelines issued on time to time basis regarding working at DSP & ASP and transportation to ASP.

8. Security regulation to be observed inside the plant premises. The contractor shall be fully responsible for the safety of his employees. while operating the vehicle and material handling equipment etc. the contractor shall ensure compliance of all safety rules and regulation inside the both plants and shall adhere to all statutory rules and regulations including safety of their employees/engaged workers and documents required for vehicles as per Motor Vehicle Act or as applicable as well maintain speed limit etc. for the vehicle movement inside the plant premises. If there is an accident, the same should be reported to the Plant safety Department without any delay and a copy of report must also be sent to executing agency. The contractor is required to possess an insurance policy to cover the risk under the workmen's Compensation Act. The contractor shall be solely responsible for the safety of the people working under them against the contract. Any violation of safety norms will be treated as per safety rules of the company.

9. Recovery of damage to the plant/Equipment due to the fault of the contractor: If due to the fault of the Contractor, the plant or equipment or any part of the existing plant is damaged during execution of the work, the Contractor shall have to replace or repair such damages at his own cost within the stipulated period specified by the employer, failing which the employer has the option to get it done by his own resources at the cost of the contractor. The decision of the employer in this respect shall be final and binding on the contractor. The Contractor shall have to compensate for any loss suffered to SAIL property caused by the conduct of their employees/contractor/truck etc. both at DSP and ASP. When the company is satisfied that the contractor has failed to execute the work allotted to him in time and according to the instruction of the operating agency, The plant may get the work executed through some other agency at the risk and cost of the defaulting contractor and recover the extra expenditure incurred by the plant from the defaulting contractor.

10. Income Tax, as applicable shall be deducted at source from the bills of the contractor. The security Deposit deducted from the bills will also be subjected to income deduction at source.

11. The contractor shall submit bi-weekly statement for all quantities lifted duly endorsed by concerned DSP official to GM (MM-S&I), ASP.

12. Contractor shall take of all sorts of statutory liabilities and obligations and ASP shall not be responsible for any such liability except to the specified in the contract.

13. Executing Authority: GM (MM-S&I), ASP, Durgapur shall be the executing authority.

14. Settlement Dispute: Any dispute whatsoever arising out of the contract shall be settled mutually between contractor and employer. Executive Director, ASP shall be the sole adjudicating authority. All kinds of legal proceeding against the contract shall be subject to appropriate civil court of Durgapur, Paschim Bardhaman.

15. The decision of the plant with regard to any other matter not provided herein shall be final.

16. The contract will be governed by the Terms & Conditions mentioned above.

17. Illegal Certification : All bribes, commissions, benefits or advantages given/promised or offered by or on behalf of the contractor or their partner, agent or servant or any one of their behalf to any officer, servant, representative or agent of the plant or any person in their behalf in relation to obtaining or to the execution of this or any other contract with the plant or for showing or for hearing to show favor or disfavor to any other contract as aforesaid, shall subject to cancellation of this contract and also to payment to the company for any losses or damage resulting for any such cancellation to the like extent.

18. Risk Purchase clause: Failure to do the job may lead to the job being done by another agency at contractor's risk and cost and may lead to cancellation of contract, as per existing rules & regulation of the company.

19. Banning of Business Dealings: On arising any situation or occurrence of any event as mentioned in Clause 6 of the Guidelines on Banning of Business Dealings (visit SAIL tender website), the tenderer/bidder or supplier under the tendering process or contract with SAIL, as the case may be, shall be liable for action under and in accordance with the aforementioned Guidelines. The "Guidelines on Banning of Business Dealings" shall form part of the Tender/Contract.

20) Security Deposit: Upon issuance of the Letter of Intent (LOI), the successful contractor shall submit a Security Deposit (SD) equivalent to **3% of the contract value** within **15 days** in the form of a **Bank Guarantee (BG)** issued by any scheduled commercial bank, excluding Cooperative and Gramin banks. An additional **7%** of the contract value shall be deducted from the **first running bill**.

The BG shall be furnished in the **prescribed format** prior to execution of the order, to indemnify the plant against any **loss, damage, shortage, or theft** of the consignment during transit and/or to compensate ASP for any losses incurred due to breach of contract attributable to the transporter.

The BG shall remain valid for the **entire contract period plus three months** and shall be **renewed in time** in the event of a contract extension.

In case the supplier/contractor delays submission of Security Deposit, a penalty of 0.2% of the original SD amount per completed day of delay, limited to an amount not exceeding 5% of the original SD / PG amount shall be applicable. Payment for executed portion of order/contract shall commence only on submission of requisite SD.

21) **Safety Clause:-** The party/their service engineer/authorized representative shall adhere to all safety rules and regulations as prevailing inside the Plant and the party shall be fully responsible for his act and shall indemnify ASP for any loss occurred due to negligence of your representative.

21.1 A) Violation of safety norms:

In case of violation of the safety norms as mentioned at clauses 1.1 A and 1.1 B, following cash penalty shall be imposed on the Contractor:

Category:	Details of Violations	Penalty Per violation
Minor	As per clause 1.1 A	Rs.5,000/-
Subsequent	As per clause 1.1 A	Rs.10,000/-
Major	As per clause 1.1 B	Rs.15,000/-

The Executing Authority of BUYER will direct their Finance Department for recovery of fine from defaulting Contractor's bill on receipt of recommendation from BUYER's Head of Safety.

21.1 A The list of minor violations is as given below:-

1. Unauthorized entry in hazardous location
2. Shuttering not done (below two meter level) of excavation
3. Overhanging burden in pit not removed in excavation
4. Power cable clamped with GI wires to post/pillar

5. Power cable tied on reinforces rod/structure without proper insulation
6. Loose connection taken from board without proper board plug
7. Fitness certificate of cranes/hydra Mac/heavy vehicles not available
8. Crane rope condition not ok
9. Rope of crane not clamped properly
10. Non use of job specific safety appliances at site
11. Working in slippers/barefoot
12. Hand gloves & safety helmet not used
13. Gas cutting without goggle.
14. LPG cylinder date expiry/over.
15. Loading/ unloading of cylinder-cushion not given.
16. Condition of hose pipe not good.
17. Working with leaking cylinder.
18. Using non-power cable instead of welding cable.
19. Not putting red flag or stopper.
20. Unauthorised oxygen tapping.
21. Not having proper gate passes or other area passes.
22. Use of damaged slings/ tools/ ropes.
23. Driving of Hevay Vehicles on the main road during restricted hours.
24. Parking at unauthorized place.
25. Using of trucks and heavy vehicles without roadworthiness
26. Dropping/spillage of material on the road
27. Violation of speed limits.
28. No indicator light or brake light on vehicles

21.1 B The list of major violations is as given below:-

1. "Permit to work " not obtained for hazardous jobs
2. Working at height without height pass
3. Known use of full body harness for work at height (roof sheet changing, painting, maintenance jobs etc.)
4. Absence of supervisor at work in hazardous area, confined space and height working

5. Unguarded floor opening
6. Railings not provided on working platform
7. Known anchorage lifeline (lanyard)
8. Dismantling of structure without authorized plan
9. Starting of work without undergoing compulsory safety training
10. Driving in intoxicated condition
11. Exceeding the prescribed speed limit of the vehicles inside the Plant Premises i.e. LMV = 30kmph and HMV = 25 kmph

Contractor has to follow all necessary safety precautions as per the safety rules of CONTRACTOR and will ensure the use of specific safety appliances of their workmen. In case of any safety violation, penalty as per prevailing ASP's safety rules will also be applicable. In case of accidents and fatalities due to violations of safety norms by workmen within CONTRACTOR premises, necessary penal action as per the prevailing system will be applicable.

21.2 In addition to the above if safety norms are found to be violated more than 3 (three) times during the tenure of the contract, ASP DURGAPUR will have the discretion to terminate the contract forthwith. Moreover the defaulter CONTRACTOR may be debarred from participating in future tender/business for the next 1 (one) year.

21.3 In case of fatal accident occurs during the execution of the contract, a penalty will be imposed on the CONTRACTOR on the basis of recommendation of a committee constituted by competent authority of ASP DURGAPUR on case to case basis.

21.4 Apart from safety lapses a penalty from 1% to max. 10% of contract value for each specific complaint/unsatisfactory performance and/or default during the terms of contract awarded to the CONTRACTOR, depending upon the nature and extent of such complaint/default etc. will be imposed.

22. All other terms & conditions not mentioned here shall be as per SAIL-S1(Visit SAIL tender website)

23. Documents required to be uploaded with tender:-

- i) Bid Securing Declaration:- Annexure-1 of pre-qualification criteria attachment**
- ii) Model Clause Declaration:- Annexure-2 of pre-qualification criteria attachment**
- iii) Non-Collusive Tendering Certificate:- Annexure-3 of pre-qualification criteria attachment**
- iv) Anti Bribery Undertaking:- Annexure-4 of pre-qualification criteria attachment**
- v) Declaration for site visit and understating scope of work:-Annexure-5 of pre-qualification criteria attachment**
- V) Documents in support of eligibility Criteria**

4. Buyer Added Bid Specific SLA

Text Clause(s)

Service Level Agreement

Service Level Agreement for Collection & Transportation of Burnt Lime & Dolomite from DSP, Durgapur and Unloading, Bagging & Loading in Stellar Bin at ASP.

1 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and an Goods Transportation service provider. Service provider will provide transportation of Burnt Lime & Dolomite from DSP, Durgapur via road and Unloading, Bagging & Loading in Stellar Bin at ASP. This Agreement outlines the scope of work, buyer's obligations, special terms and conditions related to service delivery and payment of services 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.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Services;
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
3. BID / Reverse Auction specific ATC.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes 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.

2 Objectives and Goals

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
2. Present a clear, concise and measurable description of services offered to the buyer

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

1. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

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.

3 Stakeholders

Following are the stakeholders associated with this agreement:

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 have read and understood the same before signing the document.

4 . Scope of Services

Detailed Scope of work attached in Bid Document.

4.1 Service Details and Standards

1. Service provider shall abide at all times by the all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority
2. The manpower deployed should maintain polite & courteous behavior towards the buyer. "Misbehavior" may include but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract penalties as per provisions of the contract.

4.2 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of manpower to be provided. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.
2. Sufficient availability of the Transport for supply of Goods or materials least turnaround time; and scheduling supply of Goods;
 - a. The Service Provider is required to transport the Goods as per the Buyer's requirement, as indicated in the contract.
 - b. Selected Service Provider will work with the Buyer to determine any required modifications/ amendments to render Goods Transport Service.
 - c. Seamless coordination in terms of transport from point of dispatch to point of delivery of goods .

5 Service Provider's Obligation

1. The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.
 2. The Service Provider should cater to the requirements in compliance to the selected specifications by the Buyer for Goods Transportation services.
 3. The Service Provider must own vehicles as per the buyer's requirement with necessary documents viz -
 - a- viz license, registration & road permit in their name to facilitate quick transportation.
 - a. Ownership of vehicle means transportation vehicle should be in possession of Service Provider by way of in own name or have irrevocable power of attorney of vehicle in the name of Service Provider to operate.
 - b. The cancellation of any documents such as Power of Attorney, partnership deed, etc. shall be communicated to the buyer in writing by failing which the buyer shall have no responsibility or liability for any action taken on the strength of the said documents.
 3. The Service Provider shall ship ordered Goods or material within timelines set forth by the Buyer. If a product/ Goods cannot be shipped within that time, the Service Provider shall notify the Buyer placing order as to why the Goods has not shipped and shall provide an estimated shipping date. At this point the Buyer may cancel the order if estimated shipping time is not acceptable.
 5. It is the responsibility of the transportation Service Provider to confirm what product has been loaded on his truck and the condition of that product. Once the product is accepted by the transportation Service Provider, the transportation Service Provider is responsible for this load until it is delivered and accepted by store personnel. In each case, a bill of lading/ waybill will be used as a receipt of shipment.
- The Service Provider shall be absolutely liable at all times, regardless of accident or negligence, for any loss or damage to the property of the Buyer while said property is in possession of the Service Provider.
- a. Shortages/ Breakages: Liability on shipments from any designated warehouse/ consignee location will be as follows:
- The transportation Service Provider is responsible for damaged merchandise/ Goods received by a store (Point of delivery) at the time of delivery and for shortages from the trailers arriving at stores/ consignee with broken trailer seals.

In case of any failure of truck/ trailer in transit, wherein time to reach the destination is likely to exceed the time allowed as above, the Service Provider should report the matter to designated authority of buyer, so that if required buyer may arrange its own transport at Service Provider's risk & cost.

b. The Transport vehicles hired must have all valid documents and comply with the specification as enumerated as latest emission standard.

c. The Service Provider shall submit with Buyer the list of transport vehicles and their details.

5. The Service Provider is responsible for and shall assume all risk and liabilities relating to its personnel and property.

6. The Service Provider has to ensure that vehicle to be used for Goods transportation shall not breakdown due to diesel/petrol and lubricant shortage whilst the vehicle in operation for the whole day.

7. The Service Provider shall cover his/her vehicle under comprehensive insurance from any insurance company during the contract period at his/her cost. The Service Provider will also arrange Transit Insurance for the goods to be transported if desired by the buyer. The buyer will reimburse transit insurance cost as per actual. The value of goods for the purpose of Transit Insurance will be given by the buyer. The Service Provider must ensure that the insurance policy should always remain in force during the operations/ contract period. Further, without prejudice to above; the Service Provider indemnify the Buyer for all accident compensation claims if lodged against Buyer.

a. Buyer shall under no circumstances be made liable or responsible by the Service Provider to pay compensation that may be awarded by Motor Accident Claim Tribunals in respect of accidents.

8. Service Provider shall have no claim on account of any expenditure incurred by them other than specifically agreed to in the Contract. The Service Provider shall not be entitled for any advance on account of work to be undertaken by them.

9. The Service Provider has to provide the vehicle with driver possessing valid driving license and Certificate of medical fitness of driver from competent authority. The driver shall follow the instructions of the Buyer.

10. The Service Provider shall bear the cost of the driver including his wages, daily allowance, etc.

11. The Service Provider shall not employ any person as a driver for operating a Goods transport vehicle who was earlier removed or dismissed for having criminal background. The driver shall know to read and speak English and Hindi languages. The Police verification of driver will be done prior to execution of contract and document to this effect submitted to the office of Buyer.

a. The Service Provider represents and warrants the accuracy of any information or data provided to Buyer for the purpose of entering into this contract as well as the quality of the deliverables foreseen under this contract, in accordance with highest industry and professional standards.

12. The Service Provider shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

13. All operations of the Service Provider, including without limitation, storage of equipment, materials, supplies and parts, within Buyer premises or on Buyer property shall be confined to areas authorized or approved by Buyer. The Service Provider's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within Buyer premises or on Buyer property without appropriate authorization from Buyer.

6 BUYER'S OBLIGATIONS

1. Buyer will issue all required documents within reasonable time required for transportation and delivery of goods
2. Buyer shall allow the Service Provider to visit the site or premises.

7. Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.

2. Monitoring of performance of contractor shall be done on weekly basis by Stores & reviewed. In case adverse performance by the contractor for two consecutive weeks, the contractor may be suspended or terminated and alternative arrangement may be done at the risk and cost of the contractor to ensure regular feeding to SMS.

8 . Penalties and Fine

Penalty @ Rs. 1000/- (Rupees five hundred only) per day shall be imposed per vehicle for non-placement of vehicle after the clearance is given to the contractor by ASP Purchase/Stores. The entry/exit timings etc shall be as per ASP/DSP CISF's rules prevailing.

8.1 Penalty against theft of material: In case of any theft of ASP's materials by driver/Khalasi/representative of contractor is established/caught by ASP authorities/Vigilance/CISF inside the plant premises during the contract period, the contractor will be for a penalty at two times of the material value and shall be recovered from their pending freight bill/security deposit or by encashing BG as may be available, beside the legal action may be felt appropriate.

8.2 Penalty for damage /loss to ASP properties: In case of damage to ASP's properties by Dumpers belonging to contractor or driver/khalasis established ASP authorities, contractor is liable to penalized and the cost of the repair of the damaged property shall be recovered from their pending freight bills/ security deposit or by encashing BG as may be available.

8.3 All bills are to be certified by HSK/SSK or the concerned store house.

9. Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

1. Amendment of the Contract after event of Force Majeure: In case of occurrence of any exceptional event / circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.

2. Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

Variation of the Contract as per both parties' consent: variation in the contract can be through the following, however, the variation put together shall not reduce or exceed 25% of contract value:

1. Increase or decrease in the quantity of vehicles
2. Increase or decrease in duration of contract.

10. Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

2. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

3.If in the opinion of the executing authority, the performance of the service provider is not satisfactory, head of MM may terminate the contract with one month notice in writing & such termination shall be binding upon the service provider , in addition to the provision of termination made as per provisions of GeM above.

Breach of SLAs: The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

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---