

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-11-2025 20:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-11-2025 20:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Army
कार्यालय का नाम/Office Name	*****
वस्तु श्रेणी /Item Category	Goods Transport Service - Per KM Based Service - As per ATC; Closed Body LCV Truck; 19 FT LCV
अनुबंध अवधि /Contract Period	1 Month(s) 1 Day(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	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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?	No
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	3
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
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
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	15000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	6

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

second in command
Pithoragarh, Department of Military Affairs, Indian Army, Ministry of Defence
(Rishabh Tyagi)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within $L-1+15\%$ of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. 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.

3. 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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Goods Transport Service - Per KM Based Service - As Per ATC; Closed Body LCV Truck; 19 FT LCV (7136)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	As per ATC
Type of Truck	Closed Body LCV Truck
Size / Weight of vehicle	19 FT LCV
Type of Travel	Outside state
Km Range	As per ATC
Area of Operation	Hilly + Plain Area
एडऑन /Addon(s)	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
अतिरिक्त विवरण /Additional Details	
Type Of Trip (One-Way/Return)	one way

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 / Running Kilometres	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****PITHORAGARH	7136	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 ATC

Buyer Added text based ATC clauses

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ADDITIONAL TERMS & CONDITIONS : HEAVY VEHICLE (LOAD CARRIER) (9 TON CAPACITY CONTRACT AT PITHORAGARH)

Gen

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

3. **Conflict Clause.** In case of a conflict between the relevant clauses of general terms & conditions of GeM or service level agreement of heavy vehicles, the concerned clause in this document i.e. buyer uploaded additional terms & conditions will supersede all other clauses.

4. **Arbitration Clause.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7 which could be downloaded from Ministry of Defence website i.e. **www.mod.nic.in**.

5. **Transport Indents and Orders.** The following will be the procedure for indenting of transport and complying with the transport indents:-

5.1 **Time line & Communications.** Normally, **24 hours notice**, through a SMS / e-mail / telecommunication or any other means available to the buyer for communication, will be given for provision of a vehicle. Buyer or any of his authorized representatives will forward demand for vehicle to seller and seller must oblige to the same.

5.2 In cases of urgent Military necessity, the transport may be demanded over the telephone. However, in such cases, the covering indents will be submitted by the indenting Unit, within eight hours.

5.3 Demand placed earlier may be cancelled at the last moment or even

after placement of vehicle for duty in case of any emergency & seller shall not seek any compensation.

5.4 Seller shall have no objection to the increase/decrease of the demand of vehicle placed by the COO, provided such changes are made within six hours in advance.

6. **Contract Operation.**

6.1 **Loading/ Unloading.** **Loading & unloading will be done by own effort.** Vehicles will not be paid for time involved in **loading/unloading**. After loading of the load carrier / items, the transport is to be fully covered with tarpaulin, to be supplied by the transporter. The transporter will ensure that all the consignments are handed over to the consignee, with the seals intact, wherever applicable. Any losses in transit will be deducted from contractor's bill. The loading in army can take a **minimum of 24 hrs** as per the sensitivity of load. The sellers must quote rate accordingly.

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6.2 **Agent/ Power of Attorney.** The Service Provider will employ a reliable agent, holding the power of attorney, who will report to the Officer operating the contract, or his / her representatives, to receive demands and tender CHT vehicles, as well as to carry out all the work connected with this contract, on behalf of the Service Provider, at the time and place stated by the contract operating Officer / Officer authorized, if the Contract is not handled by the Service Provider personally.

7. **Termination of Contract.** (Para 6.12 of DPM). Conditions that should lead to the termination of the contract:-

7.1 Sub-letting of the Contract.

7.2 Not providing the vehicle (s) as per the category contracted for.

7.3 When the contractor is found to have made any false or fraudulent declaration or statement to get the contract or he / she is found to be

indulging in unethical or unfair trade practices.

7.4 When both the parties mutually agree to terminate the Contract. Any special circumstances must be recorded, to justify the cancellation or termination of the Contract.

8. **Start / End of Duty.** When providing CHT vehicles, the Service Provider or representative(s) will initial the car dairy, at the time of commencement of duty and obtain the full signature of the Officer using the vehicles, and also obtain signatures of the Contract Operating Officer / his / her representative on the car dairy and relevant documents, on completion of the duty. The Service Provider will accept the full signatures of such representative as fully binding on the Service Provider.

Taxes

9. **Octroi Duty & Local Taxes.** Normally, materials to be supplied to the Government Departments against Government Contracts are exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other levies of local bodies.

The local Town / Municipal Body regulations at times, however, provide for such Exemption only on production of an exemption certificate from any authorised Officer. The Service Provider should ensure that the stores ordered against the contracts placed by this Office, are exempted from levy of Town Duty / Octroi Duty, Goods Service Tax. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties. However, no compensation / liability will rest on the buyer, for non-acceptance of such exemption certificate by the taxation authorities and all disputes with the taxation authorities will be resolved by the Service Provider. All taxes, including octroi charges / all other incidental expenses applicable by the State / Municipal / Central Government, will be paid by the contractor / Firm and no additional payment to agreed rates will be made.

10. **Parking.** No parking charges for Railway Stations / Airport or any other place, will be given by the hirer.

11. **Service Tax.** Payment of Goods Service Tax will be made by the contractor himself / herself, as per Government Rules and the sole responsibility of payment of all types of taxes due to the Government, will rest with the service provider.

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Vehicle Related Requirement.

12. **Condition of Vehicle.** The vehicles provided under this contract shall be of good condition, specified standards and road worthy, equal and answerable to the special conditions / agreement forming the

part of this contract. The civil vehicle so provided shall be of the best condition, according to the qualitative requirement, as the contract operating Officer shall approve.

13. Vehicle should be capable to ply in hilly/HAA terrains with minimum load bearing capacity of **9 tons**.

14. Each vehicle, while on duty under this agreement, will carry the following :-

14.1 One serviceable spare wheel.

14.2 Necessary spares and tools for repairs.

14.3 Spare cans, filled with oil and water. (Tarpaulins to cover stores in heavy vehicle)

14.4 All lights, including beacon lights and indicators, should be in working condition.

14.5 Good condition of the interior upholstery of the vehicle, including the seat covers.

14.6 The tyre pressure is accurate and tyres are in good condition.

14.7 There is no unwanted sound from Engine / Exhaust.

14.8 There is adequate fuel in the fuel tank.

14.9 The driver is in possession of his driving license and other required documents of the vehicle and a mobile phone for communication.

14.10 Vehicle has been certified fit by the pollution control authority and is in possession of a pollution check fitness certificate.

14.11 Functioning of the brake and clutch are in order.

14.12 Fog lights should be fitted in vehicles when moving in bad weather conditions / low visibility/ mountains.

14.13 The vehicle should be road worthy in all respects, as assessed by the Contract Operating Officer / authorized Officer.

15. **Vintage of the Vehicle.** The vintage of the vehicles (vehicle) will be maximum eight years. A dispensation of up to one year may be granted by the CFA, depending on condition of the vehicles.

16. In the event of any restriction imposed by the State / Central Government on a particular type of vehicle, such type of vehicles will not be provided by the Service Provider and no compensation on that account will be preferred by the Service Provider, against the Government.

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17. **Breakdown.** In the event of breakdown of vehicles employed under this agreement (whether caused by mechanical defect or other reasons), Service Provider will replace them and arrange for replacement. If Service Provider fails to do so within one hour, the officer operating the contract will be at liberty to make suitable arrangements at Service Provider's risk and expense and such hiring will be intimated to the Service Provider after termination of duty through a written letter.

18. Service Provider will not be permitted to carry any unauthorized person/luggage and stores in the vehicle once hired.

19. Any restriction what so ever imposed by the local State Government on the civil transport will not absolve the Service Provider from the obligation for the contract and will not be accepted as an excuse for non-fulfilling the assigned task.

Inspection.

20. **Inspection Authority.** The civil vehicles rendered will be subject to an inspection by the contract operating Officer / his / her authorised representative or the user of the vehicles. Any civil vehicle rejected by either of the above authorities on this inspection, before or during use of the vehicle, will be replaced by seller at once. If not replaced within an hour, the contract operating Officer concerned may proceed to arrange the civil vehicle from any other source(s), at risk and expense of the seller. Any transport arranged from any source shall be charged at the local market rate prevailing at the time, as approved by the authorities concerned. The time spent for the replacement will not be calculated for any payment.

21. **Load Carry Capacity.** Any dispute, as to the capacity of the vehicles, shall be determined by the Officer sanctioning the Contract or an Officer acting on his behalf, whose decision shall be final. All vehicle placed by contractor must have load bearing capacity of **9 Tons/** even in hill terrain.

22. In case any type of vehicles under this contract is not hired at all due to non-availability of funds, no claim/requirement for any compensation on this account.

nt will be admissible.

23 **Unsatisfactory/ Poor Condition.** The vehicles tendered after the stipulated date and time, should be acceptable and if found in unsatisfactory / poor conditions, will be returned to the Firm concerned and no compensation will be paid / allowing from garage to garage and others. It will be 100% borne by the contractors.

24. **RTO Registration.** All vehicles tendered will be registered / approved by the concerned RTO / RTA as a commercial transport and all taxes paid on the due dates.

25. **Hygiene Aspect.** The Service Provider agrees to fumigate / disinfect the vehicles against infectious diseases, if any, as desired by the Military authorities and all expenses in this connection, will be borne by the Service Provider.

Important Contract Clauses.

26. **Variation in Contract.** The requirement mentioned in the bid is an approximation only. However, the contract value may fluctuate by plus / minus 50%, as per Para 7:13 of DPM-2009. The additional / below demand of CHTs will be upto 50% of total value of the contract and not on the basis of Clause / vehicle wise requirement. Certain type of vehicles may not be hired at all, in case of non-availability of funds for the requirement. Certain vehicles may be hired over and above 50% of the approximate requirement mentioned in the bid. No claim for any compensation on this account will be admissible.

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27. **Risk & Expense Clause.** Penalties shall be guided as per GeM SLA. Additional aspects are given below :-

27.1 The Officer to whom transport services are to be delivered (in the contract referred to as the Contract Operating Officer, which expression shall include his / her duly authorized representative), may reject the transport, if in his / her opinion, the transport provided does not meet the requisite standards, as applicable.

27.2 The Service Provider shall not charge or be paid for the transport rejected, as per provisions contained herein, and such transport shall be removed by the Service Provider, at his / her own expense.

27.3 The Service Provider shall neither claim nor be entitled to payment for any damage that the rejected transport may suffer, or any other harm incidental to a full and proper examination and test of such transport.

27.4 The Government shall be under no liability whatsoever, for the rejected transport services and the same shall be at the Service Provider's risk.

27.5 The Government shall, in the event of rejection of transport, be entitled to demand the replacement, at the Service Provider's own cost, of such transport and of the quality required.

27.6 In the event of :-

27.6.1 Rejection of Transport, as described above, or on account of the Service Provider's failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of the contract, the Officer operating the contract or his / her successor in Office, shall be at liberty (without prejudice to any other remedy the Government may have, on account of any claim for compensation against loss and inconvenience caused by such breach or non-performance of the contract), to hire from any other source, at the Service Provider's risk and expense, such services as may have been rejected or that the Service Provider may have failed, declined, neglected or delayed to supply.

27.6.2 The extra expenditure on account of risk and expense purchase made by the Government, as above, will be deducted out of the Service Provider's payment of or from the Performance Security Deposit, as the case may be, pertaining to the said contract.

27.6.3 In case the vehicle does not report at the reporting place as per the time given in the initial demand, a warning will be issued by the buyer to make available the vehicle within one hour. In case the seller fails to provide the vehicle even after issue of the warning, the vehicle will be hired from any other source, at the Service Provider's risk and expense.

28. Notwithstanding anything to the contrary herein contained if the Military situation necessitates such a course, this contract may be terminated by the Buyer giving the Seller 60 days' notice at any time without the Seller being entitled to any compensation on that account.

29. **Quantum of Demand.** There is no guarantee that the requirement shall be evenly distributed throughout the period of the contract / agreement demand will be placed as per requirement to the extent that entire demand may have to be executed on same day in case of operational requirement. No claim for compensation, what so ever, shall be made by the Service Provider or entertained by the Government on above / below of the scheduled quantities, or request for ex-gratia payment will be made by the Service Provider.

30. **Fuel is Responsibility of Seller.** Seller cannot claim to be issued with Petrol / Diesel / FOL, either free or on payment from military sources, for conveyance of the officials as assigned under this Contract. FOL required for this purpose will be arranged from the civil sources under your own arrangement. In case of non-supply of FOL, it will not absolve you from your contractual obligations to fulfill the demand placed on you.

31. The rates quoted for the nominated Station will also be applicable for the allied Stations, at the same terms and conditions. The Allied Stations will generally be **around 300Kms** from the nominated Station. The Allied Stations may thus have additional COOs, which shall be nominated by the Executive Officer. The vehicle can be demanded at **any location as** desired by Army depending upon the requirement of Army through supply order. The locations are likely to be in Kumaon region. The seller must quote his rates accordingly.

32. **Death of Contractor.** As per Sec 37 of the Contract Act 1872, 'Promises bind the representative of the promisee in case of death of such promisee or before performance, unless contrary intention appears from contract.

33. **Driver.**

33.1 The driver of the CHT vehicles will be in possession of a valid driving license and permit, as applicable, issued by the appropriate authority and other documents pertaining to the vehicles.

33.2 The dress worn by the driver will be neat and clean, and not dirty.

33.3 The **Service Provider** will also ensure that the verification and credentials of the drivers are established, prior to their hiring for any military duty. Also, that the drivers being employed for civil hired transport are having adequate experience of driving the vehicle in hilly terrain. Adequate arrangements to be made at the **Service Provider's** expense, for rations and bedding for the drivers, when they are on duty.

33.4 The manner, etiquettes, conduct and behavior of the drivers, should be sober, amicable and acceptable in the society. Under no conditions the driver will be rude or retaliate / enter into arguments with the users. The driver / cleaner will not consume any intoxicant, while on duty.

33.5 All person(s) employed by the **Service Provider** in handling the CHTs under the contract, shall be of proper integrity, healthy and also clean in person and clothing. They will be subjected to Police verification and medical examination, as and when desired by the authorities concerned. Persons found to be unsuitable, having criminal background or intoxicated will be replaced, without undue delay and time. Amount spent for replacement will be borne by the **Service Provider**. If so desired by the authorities, such employees will undergo special Police verification, failing which they will not be engaged or employed for handling CHTs under the Contract. If so, desired by the authorities such employees will undergo vaccination and inoculation failing which they will not be engaged or employed for handling CHTs under the contract.

33.6 All persons / vehicles employed by the **Service Provider** in handling of the Contract, drivers and cleaners of vehicles under this Contract, shall be free from the security point of view, nothing outstanding against them from the Police Department and

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properly scrutinized by the Police. They will be subject to verification from the Police, as and when desired by the COOs and the person / vehicles found to be undesirable / unsuitable, will be replaced by suitable men / vehicle, without undue delay, if so desired by the Contract Operating Officer.

33.7 The Service Provider agrees, and will be responsible, for any untoward happening, like accident / death of the drivers during duties and the Service Provider will not claim any compensation from the Government. No claim for compensation, whatsoever, shall be made by the Service Provider.

33.8 Some Do's and Don'ts may be formulated and handed over to the CHT contractor / driver, such as, the dress of the drivers, name plate of the drivers, wearing of shoes, **minimum 5 years driving experience** and with adequate manners and attitude to greet the VIP and introduce himself, etc. The driver will be attired in shirt and trouser and should have pleasing manners and should look presentable.

33.9 All drivers will be in possession of a working mobile telephone, to be provided by the CHT contractor concerned. This will facilitate proper coordination & effective employment of the CHT, by the user / hirer.

33.10 **Driver Medical Certificate.** Driver to possess a Medical Fitness cert issued from a Doctor who is licensed medical practitioner.

33.11 The driver of all vehicles should be experienced and familiar with the routes where duties are to be performed. They should have a route chart (physical / electronic) of the Sector / City where the duty is to be performed.

33.12 The driver of a vehicle will be changed immediately by the **Service Provider**, if so desired by the COO or the Officer using the CHT vehicle.

Payment.

34. **Payments.** Payment to the seller will be made on monthly basis on production of valid bills with connected documents. 100% payment will be made by CDA.

35. Seller would ensure before submission of **contractors bill, signing of contingent bill prepared by Army, original invoice in two copies & certificate of TDS deducted at source** and connected documents to the Principal Controller of Defence Account (PCDA), that all entries overwritten/ altered are entered fresh and attested by the officer concerned as many times as fresh entries are made. The Army is not responsible for nonpayment if any of the above mentioned documents are not submitted by the seller.

36. **Advance Payments.** No advance payment(s) will be made.

37. **Hill and Plain Running.**

37.1 For the purpose of dividing the journey into hill & plain the following will be adopted:-

37.1.1 All locations North of Banbasawill be termed as hill.

37.1.2 All locations south of Banbasa will be termed as plains.

37.1.3 Distance to various locations in hill from Banbasa is given below:-

37.1.3.1 Banbasa to Pithoragarh - 155 km

37.2 The contract for hiring CHT (Heavy vehicles (load carriers)) has been concluded on basis of KMs i.e Hills & Plains. During preparation of bills the following will be adopted:-

37.2.1 Payment will be made for actual kms run by the vehicle for which the officer has signed the car diary/ log book.

37.2.2 The total journey km will then be divided in kms covered in hills & plains as per parameters given above.

37.2.3 Thereafter, rates per Km for hill/ plain will be respectively changes as per distances actually cover on ground.

37.3 Above is the tentative requirement of Indian Army. The nature of duty can change based on requirement of Indian Army. Payment will be done for exact KM run & as filled by the user in the Car Diary & above is only the tentative distance.

37.4 Bids have been sought for hills & plains separately. Per km rates quoted by seller in each category will be utilized for finalization of bills. In case of a vehicle moving on one trip to hill & plain both then payments will be made for No of km travelled in plain & No of km travelled in hills. Example is enumerated below :-

37.4.1 Total distance for truck 9 ton from Pithoragarh to Roorkee is 445Km, which involves 155 Km route in hills till Banbasa & 290 Km route in plain from Banbasa to Roorkee.

37.4.2 So if the rate truck 9 Ton in hills is 50Rs per Km & plains is 30 Rs per Km then firm will be paid as under:-

37.4.2.1 Hill km - Rs 50 x 155 Km = Rs8000/-.

37.4.2.2 Plain Km - Rs 30 x 100 Km = Rs3000/-.

37.4.2.3 Net payment - **Rs 11,000/-.**

38. Seller or accredited agent(s) will initial the Car Diary at the time of commencement of duty and obtain full signature of officer using the vehicles.

39. Time and Kilometer of duty will commence at the parking area / reporting point as specified by COO. No extra Km / time will be given for vehicle to report from garage or return.

40. Following documents will invariably be supplied by the Seller to the Buyer / COO / Paying Authority along with the bill duly supported with documents related to performance of duty:-

40.1 Ink-signed copy of Seller's bill.

40.2 Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

40.3 Exemption certificate for Excise duty / Customs duty, if applicable.

40.4 Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

40.5 Any other document / certificate that may be provided for in the Supply Order / Contract / Bid document.

40.6 User Acceptance in terms of signatures of the user on relevant part of the Car Diary / Indent Form.

41. No additional claim will be permissible for duties performed on Sundays/Holidays (Including National Holidays).

42. All types of CHT may be de-hired at the destination and for which one-way payment will be made and no additional charges will be applicable.

43. No payment shall be admissible for any period of time spent in halts for food, water, rest refueling, maintenance, repairs or for any other purposes, not specifically authorized by the Schedule/officer operating the contract while employing the transport.

44. In the case of transports ordered for the conveyance of stores, ammunition or any other sensitive stores, Government employees or guards required/specified for the purpose will be carried free of charge on such vehicles. In addition, any working party or guard which may be required to accompany such transport for the purpose of loading or unloading these stores will be carried free of charge on such vehicles.

45. In case of an accident, mechanical failure or due to any fault of the driver or contractor when the vehicle is on duty, any type of payment, including night halt and day halt, will not be applicable.

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46. **Night Halt Charges.**

46.1 **Out Station Duty.** Night halt will be applicable between 2200 hrs to 0600 hrs, in the event when a vehicle is not allowed to run, on express orders of the military authorities. The same will be applicable at the originating Station, in transit and at the destination Station. However, any vehicle reporting for loading / unloading will not be given any night halt charge. Night halt will be paid as per rates fixed by Area Routine Order dated 24 November 2020.

46.2 For night halt charges, the OC / CO Unit should authenticate the bills / duty slips and a certificate in this regard should be attached with the payment bills, before making

the payment. Responsibility to get the requisite certificate from the destination rests with the service provider.

47. The owner of agency or his / her authorized representative should meet and liaise with the Formation Commander, Station Commander or the contract operating Officer, on fortnightly basis.

48. In the event of the vehicle(s) arranged from other sources at the risk and expense, in accordance with the terms of the Contract, the amount of excess charges, if any, involved in having to meet the complete demand out of the Civil Hired Transport, will be in addition to the amount recoverable from the Service Provider, for making such arrangement and be charged from the Service Provider.

49. OC unit / Consignor will issue a certificate for voluminous loads, if any, and payment will be made as per demanded vehicle capacity, when voluminous loads are loaded in a truck to its full volumetric capacity, which may weigh less than the carrying capacity of the truck. Also if fewer loads are loaded in the vehicle and mixing of any other load is not permitted due to operational/ technical reasons, payment up to the payload capacity of the vehicle as demanded by the Buyer will be allowed on the basis of a certificate to this effect by the consignor/COO.

50. **Weight Bridge.** Aweighment slip obtained at the destination/ Correct Receipt Certificate by consignee will be mandatory. The cost of weight bridge if not available with buyer, will be borne by seller.

51. **Distance and payment.** The heavy vehicle will be paid as per authorized distance from place of loading to place of delivery. No additional km for diversions taken by driver will be paid by user. No payment will be made to contractor if the vehicle is changed enroute by the contractor.

52. **Losses.** Any kind of losses in transit (partial / full) will be deducted from bill of the firm/ PBG. The complete responsibility after loading till delivery at destination will be responsibility of the seller and he is liable to pay for losses to government.

53. GPS tracking system in the vehicle is not mandatory/ required.

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54. The following documents are required to be submitted by bidders for technical evaluation:-

Ser No	Details of Documents
54.1	Experience Criteria last 3 years.
54.2	Bidder Annual Turnover (3 lacs) – 50% of the bid value of transport related services (CHT) during last three years.
54.3	In case exemption for experience/turnover, supporting documents to prove his eligibility (MSME/Startup)

54.4	Scanned copy of EMD as asked in GeM portal. Original copy to be submitted to this unit before opening of bids.
54.5	Copy of GSTIN
54.6	Certificate regarding acceptance of all terms and condition of ATC & Scope of works
54.7	Copy of NEFT Mandate duly certified by Bank
54.8	General Power of Attorney, if applicable
54.9	Address Proof of Office in the state of Consignee
54.10	Self declaration cert that the bidder is not banned or suspended or Blacklisted
54.11	Undertaking that the bidder is not bankrupt
54.12	Declaration that Night / Day halt charges will not be claimed more than the rate approved by HQ UB Area vide Area Routine Order dated 24 Nov 2020 which is mentioned at Para 46 of ATC.

55. Nature of goods - Miscellaneous items to be load.

56. Vintage - 50000km

SCOPE OF WORK : HEAVY VEHICLES (LOAD CARRIER)

9 TON (19 FT LCV)

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1. The scope of the contract includes Hiring of Load Carriers 9 Ton (19 Ft LCV) (Heavy Vehicles) for a period of twelve months on requirement basis from time to time for Military Station Pithoragarh. The vehicles to be provided for hiring shall not be older than eight years i.e. the date of original registration of vehicle not before January 2018.

2. The vehicle is required to be parked at a place as directed by the Contract Operating Officer.

3. Contractor should press into service only good quality **Truck/ Load carriers** and in perfect running condition, as per requirement.

4. All repairs (Major / Minor) are under the scope of Contractor.
5. It will be the responsibility of the Contractor to ensure that the bus is registered as per the latest Motor Vehicle Act. The Driver's License, RC Book and other documents should always be available with the driver and shall be produced to the Contract Operating Officer or his authorised representative on demand.
6. The load carrier shall generally carry accessories like tool kit, consumable spares etc. which are to be arranged by the Contractor.
7. All veh hired under the contract must arrive for work with their fuel tanks filled to full capacity.
8. The schedule of move and requirement of heavy vehicles for main body of this unit is as under :-

S N o	From	To	Date of Reqmt	Veh Reqd	Km	Remark
				Truck		
8.1	Pithoragarh	Chandigarh	01 Dec 25	08	643	
8.2	Pithoragarh	BD Bari	01 Dec 25	02	996	Stores for Rear Det

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 कार्यवाई 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---