

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-10-2025 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-10-2025 10:30:00
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 Navy
कार्यालय का नाम/Office Name	*****
वस्तु श्रेणी /Item Category	Vehicle Hiring Service - Per Vehicle-Day basis - SUV/MUV; 2022; Local; Plain; 80 Kms x 24 Hrs; Round Trip
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	5 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
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) *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 विवरण/Bid Details	
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
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	50% Lowest Priced Technically Qualified Bidders
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
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	33500

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).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

Officer-in-Charge
TRANSMITTING STATION KALAMASSERY, HMT COLONY, NAD ROAD, KOCHI, KERALA- 683503
(Lieutenant Santosh Kumar)

विभाजन/Splitting

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
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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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. 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.

8. 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.

9. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1755164263.pdf](#)

Vehicle Hiring Service - Per Vehicle-Day Basis - SUV/MUV; 2022; Local; Plain; 80 Kms X 24 Hrs; Round Trip (365)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
State	NA
District	NA
Zipcode	NA
Vehicle Type	SUV/MUV
Vehicle Brand	Mahindra Bolero Camper
Year of Manufacturing	2022
Type of Service	Local
Type of Terrain	Plain
Usage Variant	80 Kms x 24 Hrs
Trip Type	Round Trip
Air Conditioning Required	AC
Vintage Km(s)	25,000-50,000 kms
Fuel Type	Diesel

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	
Night Hault	Yes

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicle-Days Required within the Contract Period	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Ernakulam	365	<ul style="list-style-type: none"> Number of Night hault required within the Contract period : 365 Maximum No. of Vehicles required in a Day/Event : 1

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

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

NTS KALAMASSERY
NAD ROAD
HMT COLONY
KALAMASSERY, KOCHI
KERALA- 683503

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

5. **Generic**

Registration / Empanelment Requirement: Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with

NTS(K)

for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

6. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

7. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. **Vehicle Hiring(MoD)**

Agents / Agency Commission

The Seller confirms and declares to the Buyer that the Seller is the original provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift the Seller will be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

9. **Vehicle Hiring(MoD)**

Access to Books of Accounts

In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

10. **Vehicle Hiring(MoD)**

Accident & Insurance

- 1.The Seller shall undertake to produce evidence to the satisfaction of the Buyer that the insurance company, with which insurance all vehicles being tendered under this contract has been affected, has received notice(s) that the Government is interested in the policy of insurance.
- 2.Seller agrees and will be responsible, for any untoward happening like accident / death of drivers during duties and Seller will not claim any compensation from the Government.
- 3.The Seller shall indemnify the Government against any claim action or demands relating to any accident or damage that may occur to any vehicles(s) and driver(s) employed by the Seller under this contract or to any person involved in such accident.
- 4.In the case of any accident, the Seller or his / her representative will inform the nearest Police Station.

Court of Inquiry as in case of Army vehicle will be conducted and the decision of the Indian Army in this regard shall be binding and final.

5. In case of any accident during the performance of the duty, the cost of damage to the vehicle will be borne by the Seller. No compensation will be given by the Army authorities.

11. Vehicle Hiring(MoD)

RISK & EXPENSE

Rejection of Vehicles, as described above, or on account of Seller's failing, declining, neglecting or delaying to comply with any requisition or otherwise not executing the same in accordance with the terms of the contract, the consignee 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 Seller's risk and expense, such services as may have been rejected or that Seller may have failed, declined, neglected or delayed to supply.

12. Vehicle Hiring(MoD)

RISK & EXPENSE

Extra expenditure, if any, on account of risk and expense purchase of the service made by the Government as above, will be deducted out of Seller's payment of bills due to the Seller or from Performance Guarantee.

13. Vehicle Hiring(MoD)

RISK & EXPENSE

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

14. Vehicle Hiring(MoD)

RISK & EXPENSE

Seller agrees to pay hire charges for the Government transport supplied, if any, to Seller on request in case of failure of transport services due to any cause(s), at the rates fixed by the Government in accordance with orders which may be current at the time the transport is hired. Seller clearly understands that the aforesaid clause does not in any way bind or obliges the Government to provide the Seller with the services. The decision of the consignee in this matter will be final and binding on Seller.

15. Vehicle Hiring(MoD)

The Risk & Expense Clause will be executed in offline mode as there is no functionality available on GeM.

16. Vehicle Hiring(MoD)

Common Terms for All Types of Vehicles Required Under the Contract

All Vehicles tendered will be registered/approved by the concerned RTO/RTA as commercial transport and all taxes paid on due date.

1. For operation of the contractual obligations in the protected areas / States, where & when required, all drivers and other staff employed will be in possession of inner line permit / validated card issued by the civil administrative authorities.

2. A valid route permit is held for each and every vehicle provided to the Government under this agreement.

3. ON MILITARY DUTY board will be displayed on the vehicles under the contract only when hired by the Buyer.

4. Vehicles will fumigate/disinfect against infectious diseases, if any, as desired by military authorities. All expenses in this connection will be borne by the Seller.

5. Seller cannot claim to be issued with Petrol/ Diesel/ Fuel/ Oil/ Lubricants, either free or on payment for his vehicles, from military sources.

17. Vehicle Hiring(MoD)

Emergencies & Restrictions

1. In the event of a state of emergency being declared by the President of India in the area where this contract is operational, and the control of civil transport is required to be taken over by the Civil or Military authorities, Seller agree to obtain Buyer's requirements for the purpose of this contract through and under the supervision of the same authorities and without extra cost to the Government, i.e., without altering the original tendered rate for hiring under the contract.
2. After the state of emergency has been declared by the President of India which covers the area in which the contract is held, the Buyer will have the sole discretion to decide the date from which the Military situation warrants the termination of the contract and such date will be communicated to Seller in writing and Seller agrees to accept this decision as fully binding from that date.
3. Seller will be liable to perform the duties detailed by the consignee/ his / her representatives, as and when detailed irrespective of the prevailing conditions in the Station or enroute for example natural calamities like flood, earthquake etc and during strike, civil disturbances / outbreak of hostilities. No additional compensation will be paid for such duties.
4. In the event of a road block, the Seller will provide vehicles through diversions routes at the same rates / terms and conditions.

18. Vehicle Hiring(MoD)

Inspection / Rejection of Vehicles

The vehicles provided under this contract shall be according to qualitative standards as the Buyer shall approve.

1. The consignee or his / her authorized representative(s) or any other officer acting on behalf of the Buyer may, at any time, inspect the CHTs tendered by the Seller under this contract, physically or mechanically and Seller shall comply, without unnecessary delay, with any reasonable instructions or suggestions issued by such Officer consequent to such inspection.
2. Seller shall neither claim nor be entitled to payment for any damage that rejected transport may suffer or any other harm incidental to a full and proper examination and test of such transport.
3. Any CHTs rejected by any of the authorities on inspection, before or during use of the vehicle, will be replaced by Seller at once. Time spent for replacement will not be calculated for payment.
4. The officer to whom CHT services are to be provided may reject the transport, if in his / her opinion the transport provided does not meet the requisite qualitative standards.
5. Seller shall not charge or be paid for transport rejected as per provisions contained herein, and such transport shall be removed by Seller at his / her own expense.
6. If not replaced within an hour the contract-operating officer concerned may arrange the vehicle from any other source(s) at Seller's risk and expense. Any transport arranged from any source shall be charged at local market rate prevailing at the time.

19. Vehicle Hiring(MoD)

LIGHT VEHS

Light Vehicle CHT supplied by Seller will have the following fitments at no extra cost to the Buyer:-

- (a) One Star Plate on the front end of the vehicle and one Star Plate at the rear end the vehicle.
- (b) Flag rod at the front end (nose) of the vehicle.
- (c) Siren and Dome light (flashing) on the roof, if and when required.
- (d) Fire extinguisher.(Buyer can add in Buyer Specified ATC)

20. Vehicle Hiring(MoD)

Miscellaneous

Any change in the constitution of the firms shall be notified forthwith by the Seller in writing to the Buyer and such change shall not relieve any former member, of the firm from any liability under the contract

1. No new partner/partners shall be accepted in the Seller's firm during the currency of this contract unless he/they agree to abide by all its terms and conditions and deposit(s) with the Buyer a written agreement to this effect.
2. Seller acknowledge that Seller has acquainted themselves with all the conditions, and circumstances under which the provisioning of vehicles required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other provisions of the contract and Seller(s) shall not plead ignorance of any of these as excuse in case of complaint against or of rejection of vehicles provided by Seller or with a view either to ask for enhancement of any rates agreed to in the contract or to evade Seller's obligation under the contract.

21. Vehicle Hiring(MoD)

Non- disclosure of Contract Documents

Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification or information thereof to any third party. Declaration duly signed on official Letter Head of the Seller as per format given at Annexure-I.

22. Vehicle Hiring(MoD)**Notices**

Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail / airmail, addressed to the last known address of the party to whom it is sent.

23. Vehicle Hiring(MoD)**Sellers / Accredited Agents, Drivers and Staff Employed by the Sellers**

If the contract is not handled by Seller personally, the Seller will employ reliable accredited agent(s) holding power of attorney who may be approved by the consignee. Agent(s) considered undesirable by the consignee would be replaced by Seller within three days.

1. Seller and the accredited agent will give their full verifiable address and telephone numbers to the consignees where they can be contacted or the demand for the CHTs can be placed. Any change in the contact details will immediately be informed to the consignee.

2. All persons employed by the Seller in handling CHT vehicles under the contract shall be healthy and clean in person and clothing. They will be subject to medical examination as and when desired by the authorities concerned. Persons found to be medically unsuitable will be replaced without delay and time spent for replacement will be borne by the Seller.

3. Antecedents and character of all drivers and co-drivers will be verified by Police. Police Verification will be handed over to the consignee seven days before the commencement of contract. In case the driver or/and co-driver are changed for any reason, the Police Verification of the new incumbents(s) will be deposited with consignee within 24 hours of commencement of duty.

4. There should be nothing outstanding against the vehicles / persons employed by the Seller for this contract in records of any law enforcement agency.

5. Do's and Dont's pertaining to dress of driver and his conduct with the user may be formulated and handed over by the consignee / users for strict compliance by the Seller/driver.

6. The etiquettes, conduct and behavior of the drivers should be sober, amicable and acceptable. At no stage the driver will be rude and retaliate/enter into an argument with the users.

7. Driver of a vehicle will be changed immediately, if so desired by the consignee or officer using CHT.

8. All CHT vehicle drivers will be in possession of a working mobile telephone.

9. The driver should be in possession of his / her driving license and requisite documents.

24. Vehicle Hiring(MoD)**Tax and Duties**

Toll Tax/ Entry Tax/ Octroi Duty & Local Taxes. No separate payment would be made by the Buyer for Toll Taxes, Entry Taxes, Octroi duty and local Taxes, if any. The Seller should cater for these Taxes/ duties as part of Basic Rate quoted in the Bid.

25. Service & Support

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

26. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Vehicle brand should be of MUV which required alterations of security duties as per buyer's requirement.

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---