



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/6221816 Dated/दिनांक : 22-05-2025

# Bid Document/ बिड दस्तावेज़

Bid C	etails/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-06-2025 10:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	12-06-2025 10:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	75 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence		
Department Name/विभाग का नाम	Department Of Military Affairs		
Organisation Name/संगठन का नाम	Indian Army		
Office Name/कार्यालय का नाम	******		
क्रेता ईमेल/Buyer Email	pritamborah.820m@gov.in		
ltem Category/मद केटेगरी	Short Term Cab & Taxi Hiring Services - Premium SUV; Local; 80Kms x 10Hrs , Short Term Cab & Taxi Hiring Services - SUV; Local; 80Kms x 10Hrs , Short Term Cab & Taxi Hiring Services - Premium SUV; Local; 168Kms x 12Hrs , Short Term Cab & Taxi Hiring Services - SUV; Local; 168Kms x 12Hrs , Short Term Cab & Taxi Hiring Services - Premium SUV; Outstation; 250Kms x 8Hrs , Short Term Cab & Taxi Hiring Services - SUV; Outstation; 250Kms x 8Hrs , Short Term Cab & Taxi Hiring Services - Premium SUV; Outstation 24*7; 250Kms x 8Hrs , Short Term Cab & Taxi Hiring Services - SUV; Outstation 24*7; 250Kms x 8Hrs		
Contract Period/अनुबंध अवधि	10 Month(s) 19 Day(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3 Lakh (s)		
Years of Past Experience Required for same/similar service/उर्न्ही/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)		
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes		

Bid Details/बिड विवरण		
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (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	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया Yes		
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	782430	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	Yes ( <u>Arbitration clause document</u> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts	
Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and prelitigation mediation can be taken up without any such clause also	

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	15649

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	18

- (a). 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,/जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी:

DSO

385 COY ASC SUP TYPE A, Department of Military Affairs, Indian Army, Ministry of Defence (Pritam Borah)

#### MII Compliance/एमआईआई अनुपालन

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

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid 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.
- 5. 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 online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

  6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.

This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

- 7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost: or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
- 8. 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:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. 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
  - v. 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

### Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

**Scope of Work:**<u>1747026886.pdf</u>

#### Short Term Cab & Taxi Hiring Services - Premium SUV; Local; 80Kms X 10Hrs (1)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values		
Core			
Vehicle Type	Premium SUV		
Type of car (Please select at least 3 options)	Toyota Innova , Toyota Fortuner , Toyota Innova Crysta		
Type of Service	Local		
Usage Variant	80Kms x 10Hrs		
Year of Vehicle Model	2022		
Km Travelled	Upto 50,000 Kms		
Air Conditioning Requirement	A/C		
Area of Operation	Hilly + Plain Area		
Fuel Type	Any		
Addon(s)/एडऑन			
Additional Details/अतिरिक्त विवरण			
Type of Trip (One-way/Return)	One-Way/Return		

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

# Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/ਧਗ	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	******	*********Jalpaiguri	1	Duration in Days     within contract     period for which     service is required     : 12

# Short Term Cab & Taxi Hiring Services - SUV; Local; 80Kms X 10Hrs (1)

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values		
Core			
Vehicle Type	SUV		
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Mahindra Scorpio , Mahindra Bolero		
Type of Service	Local		
Usage Variant	80Kms x 10Hrs		
Year of Vehicle Model	2022		
Km Travelled	Upto 50,000 Kms		
Air Conditioning Requirement	Non-A/C		
Area of Operation	Hilly + Plain Area		
Fuel Type	Any		
Addon(s)/एडऑन			
Additional Details/अतिरिक्त विवरण			
Type of Trip (One-way/Return)	One-Way/Return		

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	******	*********Jalpaiguri	1	Duration in Days     within contract     period for which     service is required     : 6

# Short Term Cab & Taxi Hiring Services - Premium SUV; Local; 168Kms X 12Hrs (1)

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values		
Core			
Vehicle Type	Premium SUV		
Type of car (Please select at least 3 options)	Toyota Innova , Toyota Fortuner , Toyota Innova Crysta		
Type of Service	Local		
Usage Variant	168Kms x 12Hrs		
Year of Vehicle Model	2022		
Km Travelled	Upto 50,000 Kms		
Air Conditioning Requirement	A/C		
Area of Operation	Hilly + Plain Area		
Fuel Type	Any		
Addon(s)/एडऑन			
Additional Details/अतिरिक्त विवरण			
Type of Trip (One-way/Return)	One-Way/Return		

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

# Consignees/Reporting Officer/परेषिती /रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	******	*********Jalpaiguri	1	Duration in Days within contract period for which service is required : 20

# Short Term Cab & Taxi Hiring Services - SUV; Local; 168Kms X 12Hrs ( 1 )

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values			
Core				
Vehicle Type	SUV			
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Mahindra Scorpio , Mahindra Bolero			
Type of Service	Local			
Usage Variant	168Kms x 12Hrs			
Year of Vehicle Model	2022			
Km Travelled	Upto 50,000 Kms			
Air Conditioning Requirement	Non-A/C			
Area of Operation	Hilly + Plain Area			
Fuel Type	Any			
Addon(s)/एडऑन				
Additiona	al Details/अतिरिक्त विवरण			
Type of Trip (One-way/Return)	One-Way/Return			

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

# Consignees/Reporting Officer/परेषिती /रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	******	*********Jalpaiguri	1	Duration in Days within contract period for which service is required: 7

# Short Term Cab & Taxi Hiring Services - Premium SUV; Outstation; 250Kms X 8Hrs ( 1 )

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values		
Core			
Vehicle Type	Premium SUV		
Type of car (Please select at least 3 options)	Toyota Innova , Toyota Fortuner , Toyota Innova Crysta		
Type of Service	Outstation		
Usage Variant	250Kms x 8Hrs		
Year of Vehicle Model	2022		
Km Travelled	Upto 50,000 Kms		
Air Conditioning Requirement	A/C		
Area of Operation	Hilly + Plain Area		
Fuel Type	Any		
Addon(s)/एडऑन			
Additional Details/अतिरिक्त विवरण			
Type of Trip (One-way/Return)	One-Way/Return		

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

# Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	******	*********Jalpaiguri	1	Duration in Days     within contract     period for which     service is required     : 30

# Short Term Cab & Taxi Hiring Services - SUV; Outstation; 250Kms X 8Hrs (1)

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values			
Core				
Vehicle Type	SUV			
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Mahindra Scorpio , Mahindra Bolero			
Type of Service	Outstation			
Usage Variant	250Kms x 8Hrs			
Year of Vehicle Model	2022			
Km Travelled	Upto 50,000 Kms			
Air Conditioning Requirement	Non-A/C			
Area of Operation	Hilly + Plain Area			
Fuel Type	Any			
Addon(s)/एडऑन				
Additional Details/अतिरिक्त विवरण				
Type of Trip (One-way/Return)	One-Way/Return			

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

# Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती /रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	******	*********Jalpaiguri	1	Duration in Days within contract period for which service is required: 10

# Short Term Cab & Taxi Hiring Services - Premium SUV; Outstation 24\*7; 250Kms X 8Hrs ( 1 )

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values				
Core					
Vehicle Type	Premium SUV				
Type of car (Please select at least 3 options)	Toyota Innova , Toyota Fortuner , Toyota Innova Crysta				
Type of Service	Outstation 24*7				
Usage Variant	250Kms x 8Hrs				
Year of Vehicle Model	2022				
Km Travelled	Upto 50,000 Kms				
Air Conditioning Requirement	A/C				
Area of Operation	High Altitude Area				
Fuel Type	Any				
Addon(s)/एडऑन					
Additional Details/अतिरिक्त विवरण					
Type of Trip (One-way/Return)	One-Way/Return				

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

# Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती /रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	******	*********Jalpaiguri	1	Duration in Days within contract period for which service is required: 40

# Short Term Cab & Taxi Hiring Services - SUV; Outstation 24\*7; 250Kms X 8Hrs ( 1 )

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values			
Core				
Vehicle Type	SUV			
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Mahindra Scorpio , Mahindra Bolero			
Type of Service	Outstation 24*7			
Usage Variant	250Kms x 8Hrs			
Year of Vehicle Model	2022			
Km Travelled	Upto 50,000 Kms			
Air Conditioning Requirement	Non-A/C			
Area of Operation	High Altitude Area			
Fuel Type	Any			
Addon(s)/एडऑन				
Additional Details/अतिरिक्त विवरण				
Type of Trip (One-way/Return)	One-Way/Return			

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

# Consignees/Reporting Officer/परेषिती /रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	***********Jalpaiguri	1	Duration in Days     within contract     period for which     service is required     : 14

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

#### 1. 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.

#### 2. 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.

#### 3. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 50 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 50 percent. Bidders are bound to accept the revised quantity or duration.

#### 4. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

#### 5. 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.

#### 6. Service & Support

Dedicated /toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free

Telephone No. for Service Support.

#### 7. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 8. 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.

#### 9. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

#### 10. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 11. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment Click here to view the file.

#### 12. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

OC SUPPLY DEPOT ASC DAMDIM payable at SBI MALBAZAR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 13. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

OC SUPPLY DEPOT ASC DAMDIM

Account No.

MALBAZAR

IFSC Code

**MALBAZAR** 

Bank Name

STATE BANK OF INDIA

Branch address

**MALBAZAR** 

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in

place of PBG within 15 days of award of contract.

#### 14. 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.

#### 15. 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.

#### 16. 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.

#### 17. 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.

### 18. Vehicle Hiring(MoD)

#### **Demand of Vehicles & Transport Indents**

The civil vehicles required under the contract include those for conveyance of stores, officials, personnel and civilians of Army, Navy, Air Force, Para Military Forces, Central/State Governments and Nationals of other countries for whose subsistence Government of India accepts responsibility and who happen to be or come into the area covered by the contract.

1. Sellers accredited representative will report to the consignee at the designated time and place for collecting the demand of transport required and the transport will be provided by the seller on the date and time specified.

- 2. In case Seller/or accredited representative does not report, the demand of transport dispatched by post/ through dispatch rider / message on the last known address / mobile number of the Seller / accredited agents of the Seller by the consignee will be taken as received by the Seller and normal procedure for hiring of transport at risk and expense of the Seller will be initiated in case of failure on part of the Seller.
- 3. Normally 24 hour notice will be given for provision of a vehicle. In cases of urgent military necessity, the transport may be demanded over the telephone. In such cases covering indents will be submitted by the consignee / indenting unit.
- 4. Seller shall have no objection to the increase/decrease of the demand of vehicle placed by the consignee, provided such changes are made within six hours in advance. However, a demand placed earlier may be cancelled at the last moment even on arrival of the vehicle for duty at reporting point / parking area.
- 5. Transport indented for by the consignee will be supplied at the time and place given in the order issued by consignee/ authorized representatives. All vehicles will report to nominated reporting place / vehicle parking area as specified by the consigneeor their authorized representatives. No vehicle driver will be permitted to leave the vehicle unattended.
- 6. 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.
- 7. Time and Kilometer of duty will commence at the parking area / reporting point as specified by consignee. No extra Km / time will be given for vehicle to report from garage or return.
- 8. On completion of duty, signature of the consignee / his / her representative on the Car Diary and other relevant documents will be obtained.
- 9. Seller shall undertake to complete the service within the reasonable specified time as required by the consignee and Seller shall employ such transport as will be necessary to complete the service within the specified time.

#### 19. Vehicle Hiring(MoD)

#### **Deliveries**

Seller will adhere to the time permissible to travel the distance on the specified route as per the instructions which will include routine halts, halts due to security reasons imposed by the Civil/Army authorities, convoy timing if any, repairs en-route repair / maintenance timing and so on to ensure the official(s)/stores reach the destination in time. However, if the vehicle is not able to reach the destination by the expected time of arrival the driver will get his / her copy of transport indent endorsed from Civil Police authority and Army TCP stating the reasons for delay.

- 1. With respect to delivery of vehicle(s) /service(s) from one station to the other, the time taken for the same shall be in conjunction with the distance travelled on the basis of speed/KM ratio and type of terrain. In case of any contingencies occurring en-route, like vehicle breaking down, it would be entirely binding upon the Seller to arrange for a relief vehicle.
- 2. Seller shall deliver the goods at the destination. In case the Seller is unable to do so due to accident / breakdown of vehicles or natural calamities, he will lodge a proper report at the nearest Police Station and also inform the consignee

#### 20. 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.

#### 21. 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)

#### 22. Vehicle Hiring(MoD)

#### Payment for Out Station Duties (Light Vehicles & Buses)

The followingparameters will be applicable:-

- (a) One Way Outstation Duties Where the Vehicle is De-hired at Destination.
- (i) The vehicles hired for such outstation duties will be paid per Km (one way) for outstation duties. Such vehicles will be de-hired after reaching the destination.
- (ii) In case the vehicle is retained at out station for further duty on the next day(s), then day halt charges per day of out station duty will be applicable if vehicle performs duties while at out station for less than 80 km. However, if at out station the vehicle runs more than 80 km on a particular day, then day halt charges for that particular day of out station duty will not be applicable and the payment for such days will be made only at per km rate for the km run.
- (iii) In exceptional cases, if due to administrative reasons the vehicle remains static for the night, then the night halt charges will be paid as applicable from 2201 hours to 0559 hours. In case of accident, mechanicalfailure or due to any fault of the driver or Seller, night halt charges will not be applicable. (iv) In case the vehicle is on duty between 2201 hours to 0559 hours, no night halt charges will be given. The vehicle will be paid for next days entitlement, if the vehicle remains hired continuously after 0600 hours. In case vehicle is de-hired before 0600 hours, no extra payment will be admissible.
- (v) The entries will be made separately for each days duly indicating the Km covered per day

#### 23. Vehicle Hiring(MoD)

#### **Recoveries**

1.All monies or compensation payable by Seller to the Government under terms of the contract may be deducted from or realized by the sale of sufficient part of Performance Guarantee, or from interest arising there from or from any sums which may be due or may become due by the Government under this contract or any other account with the Government.

2.In the event of Performance Guarantee being reduced by reason of any such deductions of sale as aforesaid or should the value of such receipts or securities depreciate in value during the period that they be held as such Performance Guarantee, Seller shall within twenty days from the date of Sellers being called to do so, make good in case of receipts or securities the amount required to complete the Security Deposit / Performance Guarantee to the original value.

3.Any sum of money due and payable to the Seller (including Performance Guarantee returnable to him / her) on account of this contract may be appropriated by the Buyer or the Government or any other person or persons acting on behalf of the Government of India and set off any claim of the Government or such other person or persons for the payment of a sum of money arising out of this contract or under any other contract made by the Sellerwith Government.

4.Any expenditure incurred by the Government through Army authorities in providing medical aid, repair, recovery and such other facilities which may not be readily available with civil authorities in remote and difficult areas would be recovered by the Consignee / Paying Authority from the bills of Seller or from the PBG lodged with Army authorities or by any other means the Buyer decides.

5.Seller shall be liable to pay rent for any military land if and when occupied by Seller in the course of the contract at a rate to be fixed by the Officer sanctioning the occupation of the land and intimated by Buyer.

6.Legal heirs and partners of the Seller shall be responsible to make good the loss/damage/depreciation caused to the Government stores by the Sellers employees at the prevailing local market rates alongwith the incidentals.

#### 24. 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.

#### 25. 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.

#### 26. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Permit for move of vehicles to North Sikkim

# Disclaimer/अस्वीकरण

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 <u>attached categories</u>, 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 <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./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।

---Thank You/धन्यवाद---