

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	26-05-2025 19:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	26-05-2025 19:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Defence
<b>Department Name/विभाग का नाम</b>	Department Of Military Affairs
<b>Organisation Name/संगठन का नाम</b>	Indian Army
<b>Office Name/कार्यालय का नाम</b>	*****
<b>क्रेता ईमेल/Buyer Email</b>	gee.tee@nic.in
<b>Item Category/मद केटेगरी</b>	Goods Transport Service – Per KM Based Service - Household/Office; Open Body LCV Truck; 19 FT LCV , Goods Transport Service – Per KM Based Service - Heavyweight/Over Dimensional Cargo; Flatbed Truck; 40 to 80 FT Double Excel , Goods Transport Service – Per KM Based Service - Heavyweight/Over Dimensional Cargo, Machinery & Equipment; Flatbed Truck; 40 to 80 FT Double Excel , Goods Transport Service – Per KM Based Service - Recovery Van; Open Body LCV Truck; 19 FT LCV
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	50 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	7930150
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	240000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ 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।

(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/लभार्थी :**

COO

622 Para Coy ASC Comp, Department of Military Affairs, Indian Army, Ministry of Defence  
(Lt Col Himanshu Pandey)**MII Compliance/एमआईआई अनुपालन**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 on-line 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. 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**

**Competent Authority approval for additional SLA:**[1743833166.pdf](#)

**Scope of Work:**[1744113128.pdf](#)

**Goods Transport Service - Per KM Based Service - Household/Office; Open Body LCV Truck; 19 FT LCV ( 3750 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Nature of Goods	Household/Office
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	19 FT LCV
Type of Travel	Outside city within state
Km Range	151-300 Km
Area of Operation	Plains
<b>Addon(s)/एडऑन</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
Type Of Trip (One-Way/Return)	One way

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Running Kilometres	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Agra	3750	N/A

**Goods Transport Service - Per KM Based Service - Household/Office; Open Body LCV Truck; 19 FT LCV ( 3000 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Nature of Goods	Household/Office
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	19 FT LCV
Type of Travel	Outside state
Km Range	0 - 250 Km (Filter for Outside State)
Area of Operation	Plains
<b>Addon(s)/एडऑन</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
Type Of Trip (One-Way/Return)	One way

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Running Kilometres	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Agra	3000	N/A

**Goods Transport Service - Per KM Based Service - Household/Office; Open Body LCV Truck; 19 FT LCV ( 3200 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Nature of Goods	Household/Office

Specification	Values
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	19 FT LCV
Type of Travel	Outside state
Km Range	251 – 600 Km (Filter for Outside State)
Area of Operation	Hilly + Plain Area
<b>Addon(s)/एडऑन</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
Type Of Trip (One-Way/Return)	One way

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Running Kilometres	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Agra	3200	N/A

#### Goods Transport Service - Per KM Based Service - Household/Office; Open Body LCV Truck; 19 FT LCV ( 13500 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Nature of Goods	Household/Office
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	19 FT LCV
Type of Travel	Outside state
Km Range	601 – 1000 Km (Filter for Outside State)
Area of Operation	Hilly + Plain Area

Specification	Values
<b>Addon(s)/एडऑन</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
Type Of Trip (One-Way/Return)	One way

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Running Kilometres	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Agra	13500	N/A

#### Goods Transport Service - Per KM Based Service - Household/Office; Open Body LCV Truck; 19 FT LCV ( 76250 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Nature of Goods	Household/Office
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	19 FT LCV
Type of Travel	Outside state
Km Range	More than 1000 Km (Filter for Outside State)
Area of Operation	Hilly + Plain Area
<b>Addon(s)/एडऑन</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA

Specification	Values
<b>Additional Details/अतिरिक्त विवरण</b>	
Type Of Trip (One-Way/Return)	One way

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Running Kilometres	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Agra	76250	N/A

**Goods Transport Service - Per KM Based Service - Heavyweight/Over Dimensional Cargo; Flatbed Truck; 40 To 80 FT Double Excel ( 1600 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Nature of Goods	Heavyweight/Over Dimensional Cargo
Type of Truck	Flatbed Truck
Size / Weight of vehicle	40 to 80 FT Double Excel
Type of Travel	Outside city within state
Km Range	151-300 Km
Area of Operation	Plains
<b>Addon(s)/एडऑन</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
Type Of Trip (One-Way/Return)	One way

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**



**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Running Kilometres	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Agra	1600	N/A

**Goods Transport Service - Per KM Based Service - Heavyweight/Over Dimensional Cargo, Machinery & Equipment; Flatbed Truck; 40 To 80 FT Double Excel ( 1800 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Nature of Goods	Heavyweight/Over Dimensional Cargo , Machinery & Equipment
Type of Truck	Flatbed Truck
Size / Weight of vehicle	40 to 80 FT Double Excel
Type of Travel	Outside state
Km Range	0 - 250 Km (Filter for Outside State)
Area of Operation	Hilly + Plain Area
<b>Addon(s)/एडऑन</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
Type Of Trip (One-Way/Return)	One way

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Running Kilometres	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Agra	1800	N/A

**Goods Transport Service - Per KM Based Service - Heavyweight/Over Dimensional Cargo; Flatbed Truck; 40 To 80 FT Double Excel ( 1600 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Nature of Goods	Heavyweight/Over Dimensional Cargo
Type of Truck	Flatbed Truck
Size / Weight of vehicle	40 to 80 FT Double Excel
Type of Travel	Outside state
Km Range	251 – 600 Km (Filter for Outside State)
Area of Operation	Hilly + Plain Area
<b>Addon(s)/एडऑन</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
Type Of Trip (One-Way/Return)	One way

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Running Kilometres	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Agra	1600	N/A

**Goods Transport Service - Per KM Based Service - Heavyweight/Over Dimensional Cargo, Machinery & Equipment; Flatbed Truck; 40 To 80 FT Double Excel ( 1500 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Nature of Goods	Heavyweight/Over Dimensional Cargo , Machinery & Equipment
Type of Truck	Flatbed Truck
Size / Weight of vehicle	40 to 80 FT Double Excel
Type of Travel	Outside state
Km Range	601 - 1000 Km (Filter for Outside State)
Area of Operation	Hilly + Plain Area
<b>Addon(s)/एडऑन</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
Type Of Trip (One-Way/Return)	One way

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Running Kilometres	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Agra	1500	N/A

**Goods Transport Service - Per KM Based Service - Recovery Van; Open Body LCV Truck; 19 FT LCV ( 13600 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Nature of Goods	Recovery Van
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	19 FT LCV

Specification	Values
Type of Travel	Outside city within state
Km Range	301-450 Km
Area of Operation	Plains
<b>Addon(s)/एडऑन</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
Type Of Trip (One-Way/Return)	one way

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Running Kilometres	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Agra	13600	N/A

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

##### 1. 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.

##### 2. Service & Support

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

##### 3. Service & Support

The Service Provider must own 10% of the bid quantity of vehicles in Service Provider's name or in the name of the proprietor / partner of the Service Provider. Necessary documents relating to proof of ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles will be part of the fleet to be deployed by the Service Provider in case he gets the contract against this bid.

##### 4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## 5. 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.

## 6. Inspection

### **Inspection of Stores by Inspection Authority of buyer or their authorised Inspecting officers / empanelled inspection agency or their representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components , solutions and documentation conform to contractual requirements. If an institutional buyer like Defense , Railways and MHA etc desires to appoint / nominate their own inspection authority / empanelled inspection agency for inspection of stores to be supplied against the contract , buyer can select this clause indicating cost of inspection in term of percentage which is

0

%. As per the contractual provisions / law , the buyer has a right before payment or acceptance to inspect goods at any reasonable place as indicated in contract and time and in any reasonable manner. When the seller is required or authorized to send the goods to the buyer, the inspection may be after their arrival. Expenses of inspection should be borne by the buyer but may be recovered from the seller if the goods do not conform to contractual specification and are rejected. Initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if store complies to contractual specification etc , on production of payment receipt issued by inspection agency as applicable.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place where inspection is offered and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer , all reasonable facilities and such accommodation as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply . The decision of the purchaser/inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide , and deliver for test, free of charge, at such place other than his premises as the Inspecting officer may specify such material or stores as he may require for tests for which seller does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises ,the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification . The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer .. Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller .

Inspecting officer is the Final Authority to Certify Performance / accept the consignment . The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

## 7. Buyer Added Bid Specific SLA

## 8. 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.

## 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 [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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें 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---**