

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-05-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-05-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (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	xyzryd-192@gov.in
Item Category/मद केटेगरी	Goods Transport Service - Per MT per KM Based Service - Machinery & Equipment; Flatbed Truck; 40 to 80 FT Double Excel , Goods Transport Service - Per MT per KM Based Service - Machinery & Equipment; Flatbed Truck; 16 FT
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	15 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/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/	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड 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	2407120
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	72214

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).	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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(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 :

OIC Transport Cell
80 COY ASC, Department of Military Affairs, Indian Army, Ministry of Defence
(Shubhangi Singh)

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 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. 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 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Geographic Presence in XX States:West Bengal

Scope of Work:[1744540184.pdf](#)

Goods Transport Service - Per MT Per KM Based Service - Machinery & Equipment; Flatbed Truck; 40 To 80 FT Double Excel (40)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Nature of Goods	Machinery & Equipment
Type of Truck	Flatbed Truck
Size / Weight of vehicle	40 to 80 FT Double Excel
Type of Travel	Within city
Km Range	0-50 Km
Area of Operation	Plains
Addon(s)/एडऑन	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
Additional Details/अतिरिक्त विवरण	
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	Total Weight in MT/KL	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Darjeeling	40	<ul style="list-style-type: none">Total distance in KMs : 50

Goods Transport Service - Per MT Per KM Based Service - Machinery & Equipment; Flatbed Truck; 40 To 80 FT Double Excel (100)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Nature of Goods	Machinery & Equipment
Type of Truck	Flatbed Truck
Size / Weight of vehicle	40 to 80 FT Double Excel
Type of Travel	Outside city within state
Km Range	51 to 250 Km
Area of Operation	Plains
Addon(s)/एडऑन	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
Additional Details/अतिरिक्त विवरण	
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	Total Weight in MT/KL	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Darjeeling	100	<ul style="list-style-type: none"> Total distance in KMs : 250

Goods Transport Service - Per MT Per KM Based Service - Machinery & Equipment; Flatbed Truck; 40 To 80 FT Double Excel (40)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Nature of Goods	Machinery & Equipment
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	Plains
Addon(s)/एडऑन	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
Additional Details/अतिरिक्त विवरण	
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	Total Weight in MT/KL	Additional Requirement/अतिरिक्त आवश्यकता
----------------	---	-------------	-----------------------	--

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total Weight in MT/KL	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Darjeeling	40	<ul style="list-style-type: none"> Total distance in KMs : 600

Goods Transport Service - Per MT Per KM Based Service - Machinery & Equipment; Flatbed Truck; 40 To 80 FT Double Excel (220)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Nature of Goods	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	Plains
Addon(s)/एडऑन	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total Weight in MT/KL	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Darjeeling	220	<ul style="list-style-type: none"> Total distance in KMs : 1000

Goods Transport Service - Per MT Per KM Based Service - Machinery & Equipment;

Flatbed Truck; 40 To 80 FT Double Excel (180)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Nature of Goods	Machinery & Equipment
Type of Truck	Flatbed Truck
Size / Weight of vehicle	40 to 80 FT Double Excel
Type of Travel	Outside state
Km Range	More than 1000 Km (Filter for Outside State)
Area of Operation	Plains
Addon(s)/एडऑन	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
Additional Details/अतिरिक्त विवरण	
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	Total Weight in MT/KL	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Darjeeling	180	<ul style="list-style-type: none">Total distance in KMs : 1000

Goods Transport Service - Per MT Per KM Based Service - Machinery & Equipment; Flatbed Truck; 16 FT (36)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	

Specification	Values
Nature of Goods	Machinery & Equipment
Type of Truck	Flatbed Truck
Size / Weight of vehicle	16 FT
Type of Travel	Outside state
Km Range	251 – 600 Km (Filter for Outside State)
Area of Operation	Hilly Area
Addon(s)/एडऑन	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
Additional Details/अतिरिक्त विवरण	
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	Total Weight in MT/KL	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Darjeeling	36	<ul style="list-style-type: none"> Total distance in KMs : 600

Goods Transport Service - Per MT Per KM Based Service - Machinery & Equipment; Flatbed Truck; 16 FT (36)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Nature of Goods	Machinery & Equipment
Type of Truck	Flatbed Truck
Size / Weight of vehicle	16 FT

Specification	Values
Type of Travel	Outside state
Km Range	601 - 1000 Km (Filter for Outside State)
Area of Operation	Hilly Area
Addon(s)/एडऑन	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
Additional Details/अतिरिक्त विवरण	
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	Total Weight in MT/KL	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Darjeeling	36	<ul style="list-style-type: none"> Total distance in KMs : 1000

Goods Transport Service - Per MT Per KM Based Service - Machinery & Equipment; Flatbed Truck; 16 FT (36)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Nature of Goods	Machinery & Equipment
Type of Truck	Flatbed Truck
Size / Weight of vehicle	16 FT
Type of Travel	Outside state
Km Range	More than 1000 Km (Filter for Outside State)
Area of Operation	Hilly Area

Specification	Values
Addon(s)/एडऑन	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
Additional Details/अतिरिक्त विवरण	
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	Total Weight in MT/KL	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Darjeeling	36	<ul style="list-style-type: none"> Total distance in KMs : 1000

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. Generic

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

Jabalpur
Delhi
Kolkata
Meerut
Any other location as per requirement

4. **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.

5. **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.

6. **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.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Adequate tarpaulin will be provided by the Seller to cover the load to be transported at no extra cost.
2. Vehicle to be placed From Bengdubi/Siliguri/Sukhna to any other location (All over India).
3. Vehicle placed by successful bidder should be subjected to inspection and should be fit for conveyance of Govt items as required.
4. Transport indent will be provided to the Contractor 24 Hrs prior to departure or Emergent demand may be placed 12hrs prior if required.
5. Maximum permissible weight to be loaded in a particular type of vehicle will be as per its RC or instructions issued by respective RTO or RTA and vehicle Registration, Vehicle pollution certificate, driver driving license, vehicle insurance, national permit certificate etc must be produced at the time of reporting for duty.
6. All vehicles tendered will be registered/approved by the concerned RTO/ RTA as commercial transport and all taxes paid on due date.

7. Any dispute as to the capacity of vehicles shall be determined by the COO or an Officer action on his or her behalf whose decision shall be final.
8. There should be nothing outstanding the vehicles / persons employed by the Seller for this contract in records of any law enforcement agency.
9. Seller will lift whatever type of stores or equipment or Ordnance or Engineer or Arty or Miscellaneous stores or any other stores as directed to be lifted by the Government at the rates given in this agreement. In case of carriage of FOL products, the seller / driver will satisfy themselves that the seals of barrels / jerrican/tins are intact at the time of collection / loading of vehicles.
10. A representative of the seller shall be allowed to supervise the loading or unloading at the loading or unloading installation.
11. Seller shall take all necessary precautions for proper loading and conveyance of stores fully protected from loss or damaged due to water or fire or dust or shock or exposure to sun or dampness or moisture etc. If there is any dispute as to what is necessary under this head the same will be decided by COO whose decision shall be final.
12. Seller shall provide all gear (including serviceable loading ropes, metal chain, water proof sheets and tarpaulins) for use on the vehicle in inclement weather.
13. Vehicle will neither be detained after loading nor will be diverted by the seller or their accredited agents to any other duty other than authorized by the COO and will proceed directly to their destinations. However, in case of stores that are military sensitive in nature, the CHT so provided will move along with military convoy and routine halts will be taken as per directions of Convoy Commander. No extra cost for night halt will be applicable for such halts.
14. Seller will be responsible for safe carriage of stores or luggage or personnel and will not divulge to any one the nature of duty destination and other information connected with defence efforts.
15. Seller will not be permitted to carry any unauthorized person or luggage and stores in the vehicle once hired.

16. In case the vehicle once hired by the COO is found carrying double load be the vehicle loaded from one depot or location is found carrying additional load of another vehicle hired by the COO or any other agency carriage charges of both the vehicles will not be paid.

17. No transshipment of the consignment by the driver or Seller will be permitted without prior permission of the COO. In the event of breakdown of the vehicle enroute transshipment of Military stores may be affected at Seller cost and immediate information of the same will be given to the COO or his or her representatives on telephone. Any damage to Military goods during such transshipment will be made good by the Seller without any representation as asked for by the Consignee or COO.

18. If any defect arises during the journey or enroute the same will be rectified within 2 or 3 hrs if not also to get it repaired then he must even replacement of vehicle at his own agreement or Risk & Expense will be enforced.

19. Seller will ensure that vehicles are mechanically fit and in good condition.

20. All CHT/CHTT vehicle drivers will be in possession of a working mobile telephone.

21. The driver should be in possession of valid driving license and requisite documents.

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

23. "ON MILITARY DUTY" board will be displayed on the vehicle under the contract only when hired by the Buyer.

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

25. Normally 24 hour notice will be given for provision of a vehicle. In case of urgent military necessity, the transport will be demanded over the telephone. In such cases covering indent will be submitted by the COO/indenting unit.

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

27. Transport indented for by the COOs will be supplied at the time and place given in the order issued by COOs/ authorized representatives. All vehicles will report to nominated reporting place/vehicle parking area as specified by the COOs or their authorized representatives. No vehicle driver will be permitted to leave the vehicle unattended.

28. Time and Kilometer of duty will commence at the parking area / reporting point specified by COO. On completion of duty, Signature of COO/his / her representative on the Car Dairy and other documents will be obtained by Seller.

29. Seller or accredited agents will initial the Car diary at the time of commencement of duty and obtain full signature of Officer user/destination unit.

30. Seller shall undertake to complete the service within the reasonable specified time as required by the COO and Seller shall employ such transport as will be necessary to complete the service within the specified time.

31. The COO 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, in any reasonable instructions or suggestions issued by such Officer consequent to such inspection.

32. Seller shall not charge or be paid for transport rejected as per provisions constrained herein, and such transport shall be removed by Seller at his/ her own expense.

33. 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.

34. On rejection of vehicle, 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.

35. If seller does not attend telephone of buyer in vehicle placement time then contract-operating officer concerned may arrange the vehicle from any other source(s) at Seller's risk and expense. Any vehicle arranged from any source shall be charged at local market rates prevailing at the time.

36. **Termination of Contract.** In addition to anything mentioned in this document, the Buyer shall have the right to terminate this contract in part or in full in any of the following cases :-

- (a) The delivery of transport service is delayed due to causes not attributable to Force Majeure for more than five occasions in a month and/or 15 times during currency of the contract.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) As per decision of the Arbitration Tribunal.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

37. **Toll Tax/Entry Tax/Octroi Duty & Local Taxes.** Normally materials to be supplied to the Government Department against Government Contracts are exempted from levy of Toll Tax/Town Duty, Octroi Duty, Terminal Tax and other levies of local bodies. Wherever required, Seller should obtain the exemption certificate from the buyer, to avoid payment of such local taxes or duties. No compensation/liability will rest on the Buyer, for non-acceptance of such exemption certificate by the taxation authorities. 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.

38. **Performance Guarantee.**

- (a) Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the date of completion of contractual obligations. The deposit receipts should be made out in the name of Contract Operation Officer (COO). The specimen of PBG is given in Form DPM-15.
- (b) The Buyer has the right to invoke the performance security deposit in case of any breach of the contract by the Seller or by not delivering the services by the due dates entrusted to him for transportation.
- (c) The performance security deposit will be refunded to the service P

provider only after the completion of the contract in all respect and '**No Objection Certificate**' will be provided to the Buyer by the service Provider.

(d) The performance security deposit as per this contract can be adjusted by the Government if there is any claim whatsoever it has against the Seller relating to this contract or otherwise.

(e) The buyer may rescind the contract if Seller fails to deposit the Performance Bank Guarantee.

–

Accident & Insurance

39. All vehicles tendered will have valid comprehensive insurance. The Seller shall certify that the Seller has valid insurance of the vehicles being supplied under this contract to cover all the benefits payable to those concerned and the Seller shall undertake to continue the insurance for the period that the agreement is in force.

40. Seller agrees and will be responsible, for any untoward happening like a accident death of drivers during duties and Seller will not claim any compensation from the Government.

41. 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.

42. The Seller shall indemnify the Government against any claim action or demands relating to any accident or damage that may occur to any vehicles and driver employed by the Seller under this contract or to any person involved in such accident.

43. In 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.

–

–

–

–

Payments

44. No parking charges for railway station/airport or any other place will be given by the hirer.

45. No advance payment (s) will be made under any circumstances.

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

47. In case of any inconvenience/charges in any of the input items for transport like tyre/tubes, battery spare parts and Fuel, Oil & Lubricants items etc, no additional compensation will be liable to be paid during the contractual period and Seller will not ask any relaxation/variation of condition.

48. For payment (Load Carriers only) a weighment slip obtained at the destination/Correct Receipt Certificate by consignee will be mandatory.

49. Army escorts and Dogs may travel in the vehicle from the starting point to the destination, if considered necessary, at no extra cost.

50. In the event of any damage, loss or depreciation to any articles handed over under this contract, owing to neglect or delay on Seller's part, the Seller shall be liable to pay compensation to the Government up to the value of stores so lost, damaged or depreciated and the compensation to be paid by the Seller shall be that decided by the Indian Army.

51. No payment shall be admissible for any period of time spent on halts for food, water, rest, refueling, maintenance, repairs or for any other purpose, not specifically authorized by the schedule/COO while employing the vehicle.

52. Vehicle once hired for outstation duties will be paid at the rate per km (one way) fixed for out station duty. No day halt will be normally admissible if the vehicle is unloaded immediately on reaching the destination. However, in case the vehicle reaches the destination on a working day before 1200 hour and is not unloaded and de-hired due to administrative reasons, then day halt charges for such a working day (including the following Sunday/holidays to that working day) will be admitted with 60% of the amount admissible for 80 kms at the approved rate per Km of the contract for outstation duties (one way).

53. No day halt charges to vehicles reporting at destination after 1200 hours on working day will be admitted in case such vehicles are not unloaded due to administrative reasons. For such vehicles, day halt charges for the following Sunday/holidays to the working day will also be not admitted.

54. In case the vehicles reports at destination on Sunday/Holiday, then also no day halt charges will be paid for that day.

55. No night halt charges will be separately admissible.

56. The Seller will not charge any amount for the delay in loading/unloading of vehicles which may occur due to administrative reasons.

57. **Risk & Expense Clause**. In the event of :-

(a) 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 COO 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.

(b) 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.

(c) In the event of vehicle(s) arranged from other sources at risk and 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.

(d) 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 COO in this matter will be final and binding on Seller.

-

Deliveries

58. Seller will adhere to the time permissible to travel the distance on the specified routes 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 enroute / maintenance timing and so on to ensure the stores reach the destination in time.

59. In case the Seller fails to deliver the goods at the specified destination within reasonable time of travel, the COO will be at liberty to withhold payment of present / previous bills corresponding to the cost of stores including departmental/incidental charge or such extra charges fixed by the Buyer from time to time depending on the merits of the case. The decision of the Buyer will be final and binding on the parties to the contract.

60. Vintage of the vehicle provided by Seller should not be 12 years exceeded.

61. Seller should have ownership of at least 3 vehicles.

Emergency & Restrictions

62. In the event of a road block, the Seller will provide vehicles through diversions route at the same rates/terms and conditions.

63. Seller will be liable to perform the duties detailed by the COO/his/her representative, 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.

Arbitration

64. All disputes or differences arising out of or in connection with this Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per applicable Form of DPM-7. (Note - In the

e event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and the Seller).

Miscellaneous

65. In the event of any dispute of providing civil vehicles between Seller and the COO (Consignee) regarding quantities/qualities of civil vehicles tendered, decision of the Buyer shall be final and binding on Seller.

66. 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.

67. 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.

68. In case of any special transport requirements which may have not been included in this contract, the appropriate authority of Indian Army is at liberty to hire such vehicles from any source / mode.

69. 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.

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 कार्यवाई

का आधार होगा।

---Thank You/धन्यवाद---