

Azadi <sub>Ka</sub> Amrit Mahotsav

GeM Government e Marketplace

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	31-10-2025 14:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	31-10-2025 14:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)	
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance	
विभाग का नाम/Department Name	Department Of Economic Affairs	
संगठन का नाम/Organisation Name	Security Printing And Minting Corporation Of India Limited (spmcil)	
कार्यालय का नाम/Office Name	3rd Floor Tower G World Trade Centre Nauroji Nagar	
वस्तु श्रेणी /Item Category	Goods Transport Services - Per MT - Valuable goods requiring High Security; CLOSED CONTAINER; AS REQUIRED	
अनुबंध अविध /Contract Period	1 Year(s)	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	7 Lakh (s)	
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)	
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes	
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes   Complete	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Complete	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requester 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 I the buyer	

बिड विवरण/Bid Details		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No	
बिड का प्रकार/Type of Bid	Two Packet Bid	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days	
अनुमानित बिड मूल्य /Estimated Bid Value	1770000	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

## ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	Indusind bank
ईएमडी राशि/EMD Amount	35000

## ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Indusind bank
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

- (a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित 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।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

CHIEF GENERAL MANAGER IDA Phase-2, Cherlapally, Hyderabad-500051, Telangana, India (India Government Mint, Hyderabad)

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

#### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

## एमएसई खरीद वरीयता/MSE Purchase Preference

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

- 1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
- 2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- 4. 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.

- 5. 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.
- 6. 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. 7. 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
- based on competitive prices received in Bid / RA process.

  8. 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): -

quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

- 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required:

Price Schedule - <u>1760679465.xlsx</u>

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

For transit insurance, determine the state of goods for insurance. Silver Articles

X number (up to 100%) of vehicles demanded should have been provided in the past year to government agencies: NA  $\,$ 

X % (up to 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:NA

Minimum X years (up to 5 years) of experience in related field: years

Geographic Presence in XX States:NA

X number (up to maximum number of vehicles demanded or 30, whichever is lesser) of drivers demanded should be on payroll of Service Provider:NA

X number (up to maximum number of vehicles demanded or 30, whichever is lesser) of fleet of vehicles demanded should owned by Service Provider:NA

Additional SLA:As mentioned in the bid document

For Valuable goods requiring high security, provide following details: 1. Scope of service 2. Service provider responsibility 3. Buyer responsibility 4. Size of the goods 4. Weight of the goods: 1760679543.pdf

**Scope of Work:**<u>1760679613.pdf</u>

Goods Transport Services - Per MT - Valuable Goods Requiring High Security; CLOSED

## **CONTAINER; AS REQUIRED (10)**

## तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values	
कोर / Core		
Nature of Goods	Valuable goods requiring High Security	
Type of Truck	CLOSED CONTAINER	
Size / Weight of vehicle	AS REQUIRED	
Area of Operation Hilly Areas		
एडऑन /Addon(s)		
Loading	NA	
Unloading	NA	
Tracking System (GPS)	NA	
Transit Insurance	NA	
अतिरिक्त विवरण /Additional Details		
Start Location Zipcode	art Location Zipcode 182301	
Drop Location Zipcode	500051	

## अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Weight of the consignment in MT/KL	अतिरिक्त आवश्यकता /Additional Requirement
1	Palawar Nitin Gupta	500051,India Govt Mint, IDA, Phase-II Cherapally, (R.R district) Hyderabad , Telangana	10	N/A

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

## 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2. Generic

- 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.

#### 3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

India Government Mint, Hyderabad(A unit of SPMCIL) payable at Hyderabad

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

India Government Mint, Hyderabad(A unit of SPMCIL) payable at Hyderabad

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 5. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary

INDIA GOVERNMENT MINT, HYDERABAD (A UNIT OF SPMCIL) -COLLECTION A/C

Account No. 201003484303 IFSC Code INDB0000004

Bank Name INDUSIND BANK

Branch address

0004 - HYDERABAD

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 6. 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

India Government Mint, Hyderabad(A unit of SPMCIL) payable at

Hyderabad

. 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.

#### 7. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

India Government Mint, Hyderabad(A unit of SPMCIL)

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 8. 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

India Government Mint, Hyderabad(A unit of SPMCIL)- Collection Account Account No. 201003484303 IFSC Code INDB0000004 Bank Name

INDUSIND BANK Branch address

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0004 - HYDERABAD

- . 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.
- 9. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

# Hiring of Logistic Services For Movement of Pr ecious Metals

A. Description of the Service (DoS): To & Fro movement of Silver Articles between Shri Mata Vaishno Devi Shrine Board, Katra, Jamm u & Kashmir and India Government Mint, Hyderabad.

## **Scope of Work (SoW):**

- 1. Door to Door delivery (to & fro movement) of silver articles between SMVDSB and IGMH &
- 2. Lifting of consignment to be done "as and when required basis" and within 48 hours of intimation f rom IGMH and deliver the goods to the destination promptly, ensuring that the delivery occurs not la ter than 10 days from the lifting date.
- 3. Primary packaging of consignment to be done by logistics service provider for the 'movement of consignment from SMVDSB to IGMH' and the primary packaging for the 'movement of consignment from IGMH to SMVDSB' to be done by IGMH.
  - 4. The Consignment should reach the consignee in the same sealed condition as taken over by the lo gistics service provider from consignor. In case of tamper of seal, the consignment will be treated as lost in Transit.

- 5. All the items of the consignment are to be properly insured by the logistic service provider. The logistic service provider shall make all the necessary arrangements for insuring the goods against loss or damag e, transportation, storage and delivery. The logistic service provider shall be responsible till the entire go ods contracted for arrive in good condition at destination. The transit risk in this respect shall be covere d entirely by the logistic service provider by getting the goods duly insured. The insurance cover shall be obtained by the logistic service provider in its own name not in the name of IGMH.
  - 6. As applicable, Service charges should be all-inclusive i.e. it should include Shipping charges + Insurance charges + Taxes and is to be filled by the logistics service provider strictly in the price schedule format provided by IGMH in the bid document.
  - 7. When quoting rates, the Logistics Service Provider should consider all factors, including potential fluctuations in market rates, toll charges, entry fees, etc. No claims will be ent ertained regarding these factors after the Tender is accepted or during the contract peri od.
  - 8. This will be a rate contract and will be valid for a period of one year (12 months) from the date of i ssue of the contract.
  - 9. The tentative quantity of silver articles to be transported during the period of contract will be 10,0 00 kgs, which may increase or decrease during the contract period till the currency of contract is uti lized. For payment purpose, the gross weight of the consignment will be considered.

## **Terms of Delivery (ToD):**

- 1. In case of damage / loss of consignment, penalty will be applicable on the logistic service provider equivalent to the value of articles (inclusive of all) as declared by the IGMH. The logistic service provider will be liable to pay the penalty amount as mentioned above to the IGMH.
- 2. Proof of Delivery (POD) of consignments should be given to the originating location. POD should, in variably, contain the consignee stamp & signature.
- 3. In case the materials are delivered at wrong destination or short delivered it shall be the responsibility of the Logistic Service Provider to collect the material and deliver to the correct place at the risk and expenditure of Logistic Service Provider and the logistic service provider shall not be eligible for any payment on account of such additional trips involved.
- 4. All road permits or licenses or any other relevant authorization from competent authority as requir ed for running the vehicles shall be obtained by the Logistic Service Provider at its own cost. All Air and road rules pertaining to different states shall be followed by the Logistic Service Provide.
- 5. It shall be the responsibility and obligation of the Logistic Service Provider to ensure safety and sec urity of the consignment entrusted to him / them for carriage and to make the delivery to the design ated place in the same sound condition as received by him / them and within the time schedule sti pulated.

- 6. In respect of delivery of consignment, if the "Logistic Service Provider" is unable to deliver the consignment / parcel to the parties specified in the delivery order / instruction given by IGMH for any rea son whatsoever or on an account of any acts of Government / Competent authority or any unforese en circumstances including act of God or event not within the control of the "Logistic Service Provider", such fact about non-delivery of the consignment / parcel shall be immediately reported to IGMH and the consignment / parcel are to safely carried back either to "Logistic Service Provider" vaults or vault of IGMH, as the case may be.
- 7. In Case of delay in delivery of consignment at consignee location after the given stipulated time fo r Silver respectively, Penalty charges will be imposed as For 1 Day delay 5% of the Total bill against particular consignment, For 2 Day delay 10 % of the Total bill against particular consignment, For 3 Days delay 15% of the Total Bill against particular consignment and consequently the penalt y will continue till 10 days delay where the penalty will be 50% of the Total bill against particular consignment. After the period of 10 day delay in delivery the consignment will be marked as lost in transit if the activity marked in clause no. 6 of terms of delivery (ToD) is not adhered to.
- 8. The Logistics Service Provider agrees to indemnify IGMH for any loss or damage, including conseq uential or indirect damages, that IGMH may incur due to the act of omission and/or commission including negligence, fraud, or theft on account of the logistics service provider or on part of employees, agents, authorized representatives of the 'Logistic Service Provider' engaged in rendering the service. This indemnity shall cover the full value of the consignment as declared by IGMH, as well as any additional costs such as legal fees or other expenses incurred by IGMH in relation to the loss or damage.

#### 10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. The tender is floated under rate contract basis for a period of 1 year (12 months) from the date o f issue of GeM contract.
- 2. The price quoted for each minimum consignment weight (MCW) category in the price schedule (e xcel format attached) shall be fixed and final for the entire contract duration and same shall be considered for billing purpose.
- 3. The service provider mandatorily shall quote for all MCW (minimum consignment weight) mention ed in price schedule. Partial quoting is liable for rejection of offer. A confirmation to these effect should be given in technical bid.
- 4. Lifting of consignment to be done "as and when required basis" during the contract duration period.
- 5. All the items of the consignment(s) are to be properly insured by the logistic service provider. The logistic service provider shall make all the necessary arrangements for insuring the goods against lo ss or damage, transportation, storage and delivery. The logistic service provider shall be responsible till the entire goods contracted for arrive in good condition at destination. The transit risk in this respect shall be covered entirely by the logistic service provider by getting the goods duly insured. The insurance cover shall be obtained by the logistic service provider in its own name not in the name of IGMH.
- 6. The logistics service provider must ensure that the vehicle used for transporting the consignment (s) is equipped with a tracking system. The logistic service provider should also be able to monitor t he status of the consignment(s) on their end and, upon request from IGMH, promptly provide updat es on the consignment(s) status.
- 7. The bidder firm should meet following eligibility criteria to qualify:
- (a) Experience and past performance: The bidder should have experience of having successfully exe cuted similar service contract, in any one of the last five years ending on '31.03.2025' for the value atlesat ₹ 7 lakhs.

- (b) Capability & Capacity: The bidder must have capability to provide the relevant services.
- (c) Financial Criteria:
- i. The average annual turnover of the bidder during the last three years, ending on 31.03.2025 should be atleast ₹ 7 lakhs as per the annual report (audited balance sheet and profit & loss account).
- ii. The networth of the Bidder should not be negative as on 31.03.2025 and
- iii. should not have eroded by more than 30% in the last three years ending on 31.03.2025.
- (d) The bidder should submit CA audited balance sheet and profit & loss statement for the FY 2022-23, 2023-24 & 2024-25.

Note: FOR MSEs bidders all the financial criteria is exempted.

- 8. Payment Terms: Payment against each lot as and when executed shall be made within 30 days af ter submission of bills, invoice and approval of the service by competent authority of IGMH.
- 9. Scope of Work is strictly as per the SoW and documents attached in bid.

#### 11. Service & Support

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

#### 12. Service & Support

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

#### 13. Buyer Added Bid Specific SLA

Text Clause(s)

## **Terms of Delivery (ToD):**

- 1. In case of damage / loss of consignment, penalty will be applicable on the logistic service provider equivalent to the value of articles (inclusive of all) as declared by the IGMH. The logistic service provider will be liable to pay the penalty amount as mentioned above to the IGMH.
- 2. Proof of Delivery (POD) of consignments should be given to the originating location. POD should, in variably, contain the consignee stamp & signature.
- 3. In case the materials are delivered at wrong destination or short delivered it shall be the responsibility of the Logistic Service Provider to collect the material and deliver to the correct place at the risk and expenditure of Logistic Service Provider and the logistic service provider shall not be eligible for any payment on account of such additional trips involved.
- 4. All road permits or licenses or any other relevant authorization from competent authority as requir ed for running the vehicles shall be obtained by the Logistic Service Provider at its own cost. All Air and road rules pertaining to different states shall be followed by the Logistic Service Provide.
- 5. It shall be the responsibility and obligation of the Logistic Service Provider to ensure safety and sec urity of the consignment entrusted to him / them for carriage and to make the delivery to the design ated place in the same sound condition as received by him / them and within the time schedule sti pulated.

- 6. In respect of delivery of consignment, if the "Logistic Service Provider" is unable to deliver the consignment / parcel to the parties specified in the delivery order / instruction given by IGMH for any reason whatsoever or on an account of any acts of Government / Competent authority or any unforese en circumstances including act of God or event not within the control of the "Logistic Service Provider", such fact about non-delivery of the consignment / parcel shall be immediately reported to IGM H and the consignment / parcel are to safely carried back either to "Logistic Service Provider" vaults or vault of IGMH, as the case may be.
- 7. In Case of delay in delivery of consignment at consignee location after the given stipulated time fo r Silver respectively, Penalty charges will be imposed as For 1 Day delay 5% of the Total bill against particular consignment, For 2 Day delay 10 % of the Total bill against particular consignment, For 3 Days delay 15% of the Total Bill against particular consignment and consequently the penalt y will continue till 10 days delay where the penalty will be 50% of the Total bill against particular consignment. After the period of 10 day delay in delivery the consignment will be marked as lost in transit if the activity marked in clause no. 6 of terms of delivery (ToD) is not adhered to.
- 8. The Logistics Service Provider agrees to indemnify IGMH for any loss or damage, including conseq uential or indirect damages, that IGMH may incur due to the act of omission and/or commission including negligence, fraud, or theft on account of the logistics service provider or on part of employees, agents, authorized representatives of the 'Logistic Service Provider' engaged in rendering the service. This indemnity shall cover the full value of the consignment as declared by IGMH, as well as any additional costs such as legal fees or other expenses incurred by IGMH in relation to the loss or damage.

# अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <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 सामान्य नियम और शर्ते/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्ते/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---