

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-11-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-11-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10450001-epd, Bangalore
Item Category/मद केटेगरी	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - SUV; Maruti Suzuki Ertiga, Mahindra Scorpio, Mahindra Bolero; 2018 2019 2020 2021 2022 2023 ex showroom; 25,000-50,000 kms; A/C; 12
Contract Period/अनुबंध अवधि	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
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	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	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
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>RCM Applicable/लागू आरसीएम</b>	Yes
<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>	1493100
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### Splitting/विभाजन

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

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	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 / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. 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.
6. 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.
7. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

### **Section 9(3) Of GST/जीएसटी की धारा 9(3)।**

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

**Monthly Basis Cab And Taxi Hiring Service - Without Fuel - SUV; Maruti Suzuki Ertiga, Mahindra Scorpio, Mahindra Bolero; 2018 2019 2020 2021 2022 2023 Ex Showroom; 25,000-50,000 Kms; A/C; 12 ( 1 )**

### **Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Vehicle Type	SUV
Type of car	Maruti Suzuki Ertiga , Mahindra Scorpio , Mahindra Bolero
Year of Vehicle Model	2018 2019 2020 2021 2022 2023 ex showroom
Vintage in KM	25,000-50,000 kms
Air Conditioning	A/C
Engagement Hours per Day	12

Specification	Values
Fuel to be provided by Buyer	To be reimbursed to the Service Provider as per actual consumption.
Driver Required	Yes
Type of Terrain	Plain and Hilly
Fuel type of vehicle	Diesel
Addon(s)/एडऑन	

#### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicable /लागू आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकर 1	Optional RCM/वैकल्पिक रिवर्स प्रभार
NA	NA	Yes	5%	NA	Yes

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicle	Additional Requirement/अतिरिक्त आवश्यकता
1	Siva Venkata Sampath Kumar Penumudi	505188,BHEL Site Office-50MW Solar PV Power Plant, Singareni Collieries Company Limited (SCCL) Ramagundam-III, Dist. Peddapally, Near JNTU College, Centenary Colony, Telangana - 505188	1	<ul style="list-style-type: none"> <li>Estimated KMs to be traveled in a month : 4500</li> <li>Duration in Months within the Contract Period : 36</li> </ul>

#### 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. Generic

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

### 3. **Certificates**

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

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

Buyer Added text based ATC clauses

## **A. PRE-QUALIFICATION CRITERIA (PQC)**

### **PRE QUALIFICATION CRITERIA IS AS FOLLOWS:**

1. Vehicle should be registered in bidder's name or bidder should have an agreement with the owner and must furnish supporting documents.
2. Vehicle's manufacturing date should not be older than 2018.
3. Seller must furnish RC/registration copy, valid insurance, Pollution control certificate, All India/state permit copy for the vehicle, Commercial registration certificate, PAN & GST registration copy.
4. Seller must have a local office establishment in Telangana state (declaration stating setup of local office after award of work may also be accepted).
5. Average Annual Financial Turnover during last 3 years ending 31st March of previous financial year (2022-23, 2021-22 and 2020-21), should be at least Rs. 9.56 Lakhs including GST. Audited Balance sheet and profit & Loss account OR Turn over Certificate from Chartered Accountant to be enclosed for the FY 20-21, 21-22 & 22-23.

Note: If Audited Balance sheet and profit & Loss account OR Turn over Certificate from Chartered Accountant is not available for FY 2022-23, then same for FY-2019-20 to be submitted for TO calculation for last 3 years.

6. The contractor must have executed job of similar nature during last three (7) years ending last day of month previous to one in which application were invited. Bidders are required to have above experience in similar works such as Hiring taxi/cab Services of following value
  - a) Three (3) similar works costing not less than Rs. 12.75 lakhs each including GST.
  - OR
  - b) Two (2) similar completed works costing not less than Rs. 15.94 Lakhs each including GST.
  - OR
  - c) One (1) similar completed work costing not less than Rs. 25.50 lakh including GST.

7. Bidders claim for qualification shall be supported by work completion certificate/Experience certificate issued by employers or end-customer/end-user. Only works executed under direct contract shall be considered. Works executed under sub-contracts shall not be considered, unless there is certification from end-customer/end user. Work completion certificate must clearly mention date of issue, start and end date of work.

Note:

1. Offers of the Tenderers **not meeting** the above requirements are liable to be rejected.
2. Please ensure submission of offer **before the due date and time in GeM portal**. No other mode of submission is permitted. Late offers will be rejected.
3. All the supporting documents to be signed and sealed by the bidder (BHEL have the rights to verify the original documents if required).
4. Purchase orders/ work orders of bidders who are executing similar works shall also be considered for evaluation provided the value of the works completed as certified by client/customer meets the PQ criteria listed in sl no. 5 & 6.
5. The evaluation currency for this tender shall be INR (Indian Rupees only).
6. Self-certified Photocopy of contract(s) on bidder name along with satisfactory completion/Execution certificate from customer in respect of these Contracts. Details of the customer with email and office address are also required for verification.
7. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
8. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in GeM portal. Bidders shall keep themselves updated with all such amendments.
9. Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer, copy of Valid Udyam Certificate. Non-submission of such document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency is observed in the above required documents or all required documents are not submitted before price bid opening.
10. Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start up benefits, relevant certificates issued by Department for promotion of Industry and Internal Trade shall be submitted along with the tender.

## **B. PAYMENT TERMS**

- A. Payment will be made on a calendar month basis from Headquarters (SBD-Bangalore) within specified days as mentioned below after the receipt of the correct invoice and all required supporting documents certified by BHEL's site In-charge/official in charge representatives.:
- i. For Micro and Small Enterprises (MSEs) – within 45 days
  - ii. For Medium Enterprises – within 60 days
  - iii. For Non MSMEs – within 90 days
- B. Payment shall be released by EFT (Electronic Fund Transfer). Contractor has to furnish necessary bank details for making payments from BHEL. Income tax as applicable shall be deducted while releasing the payment. TDS certificate for the year will be issued in the next financial year. For this purpose, contractor shall furnish photo copy of PAN card issued by Income Tax Department.

## **C. FOLLOWING RATES ARE FIXED FOR OVERALL CONTRACT PERIOD:**

- i. Vehicle with mileage @11 km/ltr (up to 4500 km). Actual diesel price shall be paid on actual running KMs per month.

- ii. Extra Running Km beyond 4500KMs charge: Rs. 10 per KMs
- iii. Overtime charges per hour beyond 12 Hrs: Rs. 50 per hour
- iv. Out station charges per night per vehicle: Rs. 300 per Night
- v. TOLL CHARGES: On actuals toll receipt.

**Note:**

- a. Bidder to quote only rental of car including driver wage and GST for overall contract period. Fuel cost will be paid separately on actual running KMs @ Mileage of 11KM/litre.
- b. Other add ons as mentioned above with fixed rate shall be paid on actuals
- c. No additional cost other than as mentioned above will be paid by BHEL.
- d. L1 bidder will be finalized on overall quoted value based on GeM portal financial Bid.

**5. Buyer Added Bid Specific ATC**

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

**6. Purchase Preference (Centre)**

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**7. Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

**SCOPE OF THE WORK:**

1. Providing One SUV Vehicle (A/c Bolero/ A/c Scorpio/ or Equivalent Vehicle) for the official use for daily commuting at SCCL Ramagundam 50MW SPV power project and SCCL STPP 10MW SPV power project, Telangana state for a period of 36 months. Vehicle is required for conveyance of BHEL staffs from stay/accommodation place to solar sites, internal site movement and movement to SCCLs offices for meetings etc and other official/essential activities.
2. The normal duty hours are 12 Hours in a day. In addition to this vehicle should also be made available over and above the specific working hours as and when require for which overtime payment at agreed rate per hour shall be paid extra after duty per vehicle. In case Night allowance is paid then Over time will not be paid.

3. The reporting place and time for duty will be informed by site in-charge. However, the starting and closing KM from transporter's place to reporting place will be allowed at actual or up to maximum 2 KMs in each way whichever is less.
4. The vehicle(s) deployed should be in healthy condition and should have Commercial registration (Number board should be of yellow colour), standard tools, first aid kit and spare. The vehicle(s) will be maintained clean both inside & outside on a daily basis.
5. Kilometer reading meter of the vehicle shall be in healthy condition. Defective meter shall be set right within 24 hours failing which a deduction of Rs.100.00 per day shall be effected.
6. Toll / Border Tax / Parking charges will be reimbursed by BHEL upon production of documentary evidence.
7. The vehicle(s) should have valid tourist permit to perform outstation duties to surrounding cities /states.
8. The bidder preferably shall be providing the vehicle as agreed in contract terms. Model of the vehicle should be no earlier than 2018 model and has to be maintained in good running condition.
9. In case of non-availability of vehicle(s) for minor/major breakdown, an alternative vehicle(s) shall be arranged for maximum of seven days for minor breakdown and about twenty-one days for major breakdown. However, the arrangement of alternative vehicle(s) shall be allowed subject to fitness, road worthiness and proper documentation of vehicle. If the alternative arrangement is continued beyond twenty-one days, BHEL-SBD reserves the right to terminate the contract and impose penalty of one-month rental charges from the contractor. The vehicle provided in these conditions shall be of model not earlier than to existing one.
10. The contractor has to pay minimum wages to the driver/s as per the Government notification from time to time considering driver as a skilled labour.
11. The contractor shall submit the insurance of the vehicle which includes the insurance of the driver(s) also (valid for the entire tenure of the contract) after the receipt of work order.
12. All expenses towards salary of driver/s. repair & maintenance, engine oil, damages due to accident, comprehensive insurance, road tax, or any other renewals, etc. shall have to be met by the owner of vehicle(s) at his own cost.



13. Diesel should be provided by the contractor for day to day operation. Wastage of time (for filling diesel) during duty hours shall be avoided. One day per month shall be allowed for maintenance purpose (on Sundays only). In such a case the contractor shall arrange an alternate vehicle, if required.
14. The driver/s so deployed must have the valid driving license and proven an accidents and have good behavior. The licenses of the drivers employed on the vehicles will be verified by the company before vehicle is engaged. Driver so employed should not be under the influence of liquor OR intoxicated during the duty hours. A penalty of Rs. 1000/- per instance shall be levied if any instance is reported by the user.
15. LD/Penalty terms- The liquidated damages/penalties will be applicable on refusal to perform duty by the driver/s and will be treated as non-deployment of vehicle for that particular day and deduction at the rate of three (3) times per day charges will be recovered. The decision of BHEL will be final for effecting such penalty after evaluating the merit of such incidence.
16. In case of misbehavior by the driver/s the contractor has to take immediate action and the decision of BHEL's representative in this regard will be final and binding.
17. The driver/contractor's representative will meet the BHEL's representative regularly to get instruction regarding the deployment of the vehicle.
18. Should the vehicle(s) deployed met with an accident, **no claim** on account of damage to the vehicle(s) or the persons traveling in such vehicle including the employees of the contractor, driver/s cleaner of the vehicle shall be entertained by the company.
19. Should the vehicle(s) deployed by the contractor met with an accident due to reasons attributable to the contractor or his employees and cause damage to the persons/property of the company, the contractor shall be liable to make good such losses in the manner as prescribed by the company.
20. The company shall further be entitled to recover the amount so paid by way of compensation under the aforesaid act or under any other law by deducting the sum from bill or from any other sum due to him.
21. The bills along with log book/trip sheets of the month and any other document/s as required by BHEL's representative will be submitted to BHEL on completion of a month. Proper logbook is to be maintained by the contractor for the vehicle hired. The monthly Running Account (RA)/Final bill will be paid only after submission of complete logbook and as certified by Site Engineer/In charge.
22. Further, if required the contract may be extended by mutual consent, if BHEL satisfied with the performance, service and condition of the vehicle or to short close

the contract fully or partially as may be felt necessary by serving information to the service provider a 15 days' notice period.

23. This is not an exclusive contract with you for this activity and notwithstanding any contained herein and without any prejudice to our right under this, we shall be free at our option to obtain above mentioned service from any other source.

**8. Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

**9. Purchase Preference (Centre)**

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

**10. Purchase Preference (Centre)**

Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**11. Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

**12. 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.

### 13. 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.

## 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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.

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---**