



दिनांक /Dated: 12-08-20

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details					
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-09-2025 18:00:00				
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-09-2025 18:30:00				
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)				
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Communications				
विभाग का नाम/Department Name	Department Of Posts				
संगठन का नाम/Organisation Name	Maharashtra Postal Circle Department Of Posts				
कार्यालय का नाम/Office Name	Mumbai				
वस्तु श्रेणी /Item Category	Goods Transport Service - Per Trip based Service - Mails & Parcel; Closed Body LCV Truck; 10 FT LCV				
अनुबंध अविध /Contract Period	2 Year(s)				
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	30 Lakh (s)				
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes				
वर्षों के अनुभव एवं दर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and 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 (Requested in ATC), OEM Annual Turnover *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 tl buyer				
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू हैं/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)				

बिड वि	वरण/Bid Details
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं 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	7
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	6000000
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	State Bank of India		
ईएमडी राशि/EMD Amount	120000		

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	30

- (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 केटें 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 गर है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevan 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 :

The Sr. Postmaster Solapur HO

Mumbai, Department of Posts, Maharashtra Postal Circle Department of Posts, Ministry of Communications (Shri S D More)

विभाजन/Splitting

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

- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall lexempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technic 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.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the eligibility criteria of "Experier 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.
- 4. 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 meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- 5. 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.
- 6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry o 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 purch; preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidd subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.202 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 at Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials the service provider are validated on-line 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 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 wo be determined by the buyer based on its own assessment of reasonableness and based on competitive prices receiv in Bid / RA process.

- 8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over last three years i.e. the current financial year and the last three financial years(ending month of March prior to the b 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 cos or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated co

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

For transit insurance, determine the state of goods for insurance: As per NIT Documents

X number (up to 100%) of vehicles demanded should have been provided in the past year to government agencies: As per NIT Documents

X % (up to 100%) of vehicles demanded should have been provided in a single contract to a governmen agency in the past three years: As per NIT Documents

Minimum X years (up to 5 years) of experience in related field: As per NIT Documents

Geographic Presence in XX States: As per NIT Documents

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

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

Additional SLA:As per NIT Documents

If customized field is chosen, then provide following details: 1. Scope of service 2. Service provider responsibility 3. Buyer responsibility 4. Size of the goods 4. Weight of the goods: 1754997889.pdf

Competent Authority approval for additional SLA: 1754997896.pdf

For Hazardous/Over dimensional cargo, provide following details: 1. Scope of service 2. Service provide responsibility 3. Buyer responsibility 4. Size of the goods 4. Weight of the goods: <a href="https://doi.org/10.2016/j.com

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: 1754997903.pt

Scope of Work:1754997912.pdf

Goods Transport Service - Per Trip Based Service - Mails & Parcel; Closed Body LCV Trucl 10 FT LCV (1248)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values		
कोर / Core			
Nature of Goods	Mails & Parcel		
Type of Truck	Closed Body LCV Truck		
Size / Weight of vehicle	10 FT LCV		
Area of Operation	Plains		
एडऑन /Addon(s)			

विवरण/ Specification	मूल्य/ Values			
Loading	NA			
Unloading	NA			
Tracking System (GPS)	NA			
Transit Insurance	NA			
अतिरिक्त विवरण /Ad	ditional Details			
Start Location Zipcode	413001			
Drop Location Zipcode	413404			

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 / Number of trips(Pickup and drop to specified location)	अतिरिक्त आवश्यकता /Additional Requireme	
1	Swamy Venkata Laxmi Narsimha Rao	413001,Sr Supdt Of Post Officers, Solapur Division, Near Railway Station, Behind Solapur Head Post Office, Solapur,Solapur- 413001.	1248	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

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to uplos scanned copy of signed integrity pact as per Buyer organizations policy along with bid. <u>Click here to view the</u>

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ANNEXURE- II

Solapur DN/TENDER/1 TON VEHICLES/MAILS /2024-25

Parameters, work specifications and other terms and conditions of the contract for hirin g of commercial vehicles with Driver for conveyance of Mails /Parcel at Post Offices.

1. Scope of work:-

a) Department of Posts intends to operationalize (Solapur RMS to Pangri SO and Solapur RMS to D udhani SO), for transportation of Parcel bags/Postal Mail bags/articles through commercial vehic les. The commercial vehicles are required to be fitted with Global Positioning system (GPS) having load carrying capacity of 01 Ton each, or more with space for 5 cubic meters volume from eligible firms/transporters/bidders for carrying out Parcel/Mail bags/Postal Mail bags/articles on the following routes.

Sr.No.	Name of the Route	Approx Dist ance (One way in Kms)	Parcel/Mail ba gs collection p oint (Origin)	Parcel/Mail ex change points (Intermediate)	Parcel/Mail ags Delivery point (Destiation)	
				Nanaj SO		
				Vairag SO		
				TD Nagar SO		
1	Solanur-Barchi- Pangri	106	Solapur RMS/Hu	Pangaon SO	Solapur RMS/	
	Solapur-Barshi- Pangri	100	b	Barshi SO	ub	
				KVN Barshi SO		
				Agalgaon SO		
				Pangri SO		
				Valsang SO		
			Solapur RMS/Hu	Chapalgaon SO		
2				Akkalkot SO	Solapur RMS/ ub	
2	Solapur-Akkalkot-Dudhani	116	b	Wagadari SO		
				Maindargi SO		
				Dudhani SO		
	Total	222 Km	14 Exchange Point			

*Fixed timeline (Origin, intermediate exchange points and destination points are tabulated ahead. T his timeline and routes bay be subject to review as on when deemed necessary by the competent a uthority with prior information to service provider for at least 72 Hrs beforehand.

Mail Route of Solapur Division

Scheudle -I

Solapur -Barshi -Pangri							
Out Trip			In Trip				
Arriva I	Departur e	Distan ce (in K m)	Name of Mail Office /Post Office	Arriva I	Departu re	Distan ce (in K m)	Average Volu me
-	05:15 Hrs.	0	Solapur RMS/Hub	18:00	-	23	
05:45	05:50	23	Nanaj SO	17:15	17:20	26	
06:20	06:25	26	Vairag SO	16:40	16:45	3	
06:35	06:40	3	TD Nagar SO	16:25	16:30	12	Approx Weight -
07:00	07:05	12	Pangaon SO	15:55	16:00	11	750 KG No fo A verage Bags - 1
07:20	07:30	11	Barshi SO	15:15	15:25	3	20
07:40	07:45	3	KVN Barshi SO	15:00	15:05	11	
08:15	08:20	11	Agalgaon SO	14:30	14:35	17	ı
09:00	-	17	Pangri SO	-	14:00	0	
Total		106				106	

Schedule II

So			
Out Trip		In Trip	Average Volu

Arriva I	Departur e	Distan ce (in K m)	Name of Mail Office /Post Office	Arriva I	Departu re	Distan ce (in K m)	
-	05:30 Hrs.	0	Solapur RMS/Hub	18:00	0	24	
06:00	06:05	24	Valsang SO	17:15	17:20	12	Approx Weight
06:25	06:30	12	Chapalgaon SO	16:40	16:45	11	Approx Weight 650 KG , NO of Average Bags 1
06:50	07:00	11	Akkalkot SO	16:25	16:30	21	10
07:50	07:55	21	Wagadari SO	15:55	16:00	32	
08:50	08:55	32	Maindargi SO	15:15	15:25	16	
09:30	00:00	16	Dudhani SO	15:00	15:05		
Total		116				116	

- B) The Vehicles will run between the routes as mentioned at Para 1(A) above for transportation of Parcel b s/ Postal mail bags/ Articles on all working days of Post Offices under Solapur Division.
- C) The number of hired vehicles on the above routes may increase or decrease on any day as per operatic I requirement.
- D) The timing and location of origin, intermediate and destination points of above vehicle routes may chan as per operational requirement and contractor will be bound to provide and operate their vehicle according
- E) The Department of Posts, giving a notice of one week, may add additional exchange points within a sing oute as mentioned in Para 1(A) above. The fixed timelines shall be revised and compensation shall be part or the extra distance covered (if any) to the bidder as per following criteria:
- i. For each additional exchange points, fixed timeline will be increased by 1 hour for unloading & Loag at these points.
- ii. In case of diversion from specified route due to addition of exchange points, the travel timeline wo be increased by 1 hour for each additional 42 km travelled on highway & 20 km travelled within city mits. For example, if the vehicle covers an additional distance of 50 kms including 30 kms on highwand 20 kms in city on one side to reach exchange points
- iii. The additional distance covered shall be calculated using navigation tools. Such a change shall be proved by competent authority on the basis of discussion and mutual agreement with bidder. Penall lause will be applicable in case of breach of agreed timelines for exchange points.
- iv. The compensation for extra kilometers run due to addition for exchange points per route shall be culated as per below mentioned for formula.
 - {Contracted rates per rotation trip / (2 x Distance for one way)} x Extra kilometers run per trip

v. The Department of Posts, giving a notice of one week, ,may also delete the mail /bag exchange post within a single route as mentioned in Para 1(A) above. The fixed timelines shall be revised according. Due to deletion of exchange point within a single route, deduction in payment for each trip will be ade as per below mentioned formula

{Contracted rates per rotation trip / (2 x Distance for one way)} x No. of Kilometer reduce per trip

- F) No official will be provided by Department of Posts with vehicles conveying parcel/mailbags. The drive r any authorized person deputed by the bidder on the vehicle will collect/load the bags from origin office der clear receipt an d deliver/unload it to destination office including unloading/loading bags at the excha e points along the route. It should be ensured by the driver or the authorized person that the vehicle is pi erly sealed with Bullet seals (provided by Department of Posts) before departing from any origin/exchange oint and that the serial number of the bullet seals are entered in the work papers provided to him.
- G) The time schedule for movement between origin and destination offices including additional exchange ints shall be provided to successful bidder by competent authority.
 - H) It shall be the responsibility of the successful bidder to have a Global Positioning System (GPS) device talled in the vehicle to enable tracking of location of the vehicle at all times from origin to destination. Th uccessful bidder shall provide for online platform-based tracking of vehicle on real time basis. Further, the acking system shall be compatible for integration with the IT system of Department of Posts as and when quired. The successful bidder shall also provide weekly/fortnightly/monthly MIS report in the format provid and raw data (MS Excel format) consolidated for vehicle movement across all routes on monthly basis, the Department of Posts.
- I) The Department of Posts, by giving a notice of one week, may ask bidder to remove the GPS device ins ed by the bidder and install a GPS device monitoring system provided by the Department of Posts or any rty/vendor appointed by the Department. The cost of GPS service thereupon shall be deducted in the molly billing.
- J) The Turnaround Time (TAT) to perform unloading and loading of parcel bags/postal mail bags/articles e at destination office shall ordinarily be 4 hours unless specifically stated otherwise.
- K) Department of Posts may require enhancement in the carrying capacity of the vehicle on the tendered ute or may require additional vehicle on the tendered route. The capacity and periodicity of the requirem will be notified by the Department on the same terms and conditions as defined in Para 28 of this Annext The successful bidder shall be compensated for provision of such additional capacity/vehicles in proportic f the approved tender rates as provided in the table at Para M. The successful bidder shall be bound to rece or provide additional vehicles of increased/decreased capacity as per the specifications defined in Parabelow:
- L) In case of decreased requirement in capacity of the tendered vehicles/additional vehicles, the same me replaced with vehicles of decreased capacity on the tendered route(s). The Department will accordingly orm the successful bidder through notice for replacement of such vehicles with decreased capacity as an hen required. The successful bidder shall be bound to re place such tendered vehicles with decreased capity within 30 days as per specifications defined in Para 28 of this Annexure. The deduction in the bill will be made for replacement of decreased capacity vehicles as provided in the table at Para M below. It may be ted that capacity of regular tendered vehicle can be reduced by a maximum of 500 Kg only.

- M) The rates payable to the successful bidder for provision of tendered vehicles or additional vehicles rec ed will be 100% of the tender amount subject to penalties mentioned in Para 16 ahead and satisfactory p ormance at the discretion of the competent authority.
- N) The Department may also require additional vehicles to run on a part of the route (as mentioned in thi ender document) on point-to-point basis. Rates for running such vehicle(s) on point-to-point basis will be mpensated on pro-rata basis.

Rates payable on point to point basis per trip= contracted rates payable to vehicle on the given route (Rs m) x Distance between points.

Example -

A tendered route is touching 4 points as A->B->C->D & vice-versa having total running distance of route m A to D as 1000 Kms and with rate payable as Rs. 20/Km. and If Department requires a vehicle to be run om point B to point D only (with distance 400 Kms), rates would be calculated as below:

Rates payable from point B to point D per trip = Rs.20x400=Rs.8,000/

- O) In the event of failure to provide additional vehicle or vehicles with enhanced capacity on the tendered ute by the successful bidder in case of emergency /short term requirements, the Department of Posts maire vehicle(s) from the pool of technically qualified bidders who had participated in the instant tender as a the existing contracted rates payable to the successful bidder (Para 28 also applicable). However, penalting in case of non-adherence to fixed timeline as per Para 16 will be applicable. All requirements and feature in such vehicle (s) should be as per the terms and conditions of this tender and accepted by the competed uthority. The preference for selection of technically qualified bidder for this purpose shall be as under, in ority
- i. Three similar completed service costing not less than the amount equal to 40% of the estimated cost. ii. Average annual turnover submitted as a part of Technical bid.
 - 2. The vehicle provided by the bidder should be BS-VI compliant and should not be more than three ears old i.e. the vehicle should have registered on or after 14.01.2022, and have a load carrying cacity of 01 ton or more with space for 5 cubic meters or more volume for the route mentioned in a 1(a). There should be a provision of seating arrangement for traveling of one postal official if an when required. The body of the vehicle should be fully covered with water-tight metal sheets, pai he vehicle as per requirement of Department of Posts. The rear compartment of the vehicles should have two-part locking system. Firstly, the doors should have total of four lock bars comprising of 1 lock bars on each door and provision to secure these doors using Bullet seals (provided by the Detment). Secondly, there should be a hidden locking system underneath the door of rear compartment with access from below. The vehicle should be available for operations within 30 days of awarc of tender. The contractor will provide high quality nylon/polypropylene cargo nets of appropriate disparance of the space of the separators per vehicle shall be provided by the Department.
 - 3. The successful bidder should bring to the notice of the Department of Posts, details of any discrency / irregularity in performing the journey immediately and from time to time.
 - 4. The competent authority reserves the right to reject any or all tender(s) without assigning any roons.
 - 5. The make and model of the vehicle should be specified separately in Annexure-III. Copies of reg ation certificate, fitness certificate, PUC Certificate and insurance should be submitted after finality on of the Tender process. All the vehicles must have valid road permit to run all over India.
- 6. The successful bidder shall have to enter into agreement with Department of Posts, within 07 day date of issue of communication regarding acceptance of tender by Department of Posts, on non-jut al stamp paper of Rs.**500**/- cost of which shall be borne by the bidder.

- 7. The successful bidder shall provide the desired number of vehicles for the prescribed route as per e approved tender rate.
- 8. Contract charges to be mentioned in the commercial bid include charges of driver, repairs and make enance of vehicle & GPS system, insurance, diesel/oil and also any other incidental expenses like to taxes etc.
- 9. In the case of any accident, all the claims arising out of it shall be met by the bidder.
- 10. The vehicle will be kept neat and clean and in perfect running condition. GPS provided to the veh s should also be in proper working condition. Bidder shall provide vehicle of color and branding as cified by the Department of Posts. Non provision of vehicle shall be considered as a default in control of Para 16 (D) of this Annexure.
- 11. The vehicles supplied should also meet all legal and statutory environmental / similar requiremen
- 12. In case the vehicle goes out of order/ breaks down or does not function for any other reason at a point en-route, the Bidder shall provide a substitute vehicle as early as possible. During the interve g period, the Bidder shall ensure the safe custody of all consignments in the vehicle. In case the bir r does not provide a substitute vehicle within a reasonable period of time, the Department of Posts uld have a right to hire a vehicle from the market at the cost of the Bidder.
 - 13. The driver should have valid driving license and the vehicle should be registered with the concern authorities. Necessary documents in this regard should be provided. The drivers of the vehicle proved must follow traffic rules and other regulations prescribed by the Government from time to time.
 - 14. The drivers while performing the duty must be neatly dressed, preferably wear proper uniform an ust carry a identity card and mobile phone in working condition, for which, no separate payment she made by the Department of Posts. The driver of the vehicles provided by the selected bidder she do not have any adverse antecedents.
 - 15. The contract between the Department and the successful bidder can be cancelled with prior notic at least 60 days by either party to the contract.

16. Penalties

A) In the event of non-supply of vehicle or non-completion of any journey or of delay in completion o ny journey in accordance with the time table herein before provided. In the event of failure to delithe parcel/mailbags at the prescribed destination offices in time or receive/hand over any postal a le or parcel/mail bags at any of the places (not more than the prescribed capacity of vehicles), fail to maintain efficient service to offices prescribed in the schedule of trips, the bidder shall be liable pay the below mentioned penalties.

Sr. No	Penalty Condition	Penalty Amount
		1. The Department of Posts would have the right o hire a vehicle from the market pool of technical y qualified bidders and expenditure incurred will le borne by the contracted bidder. The amount will be deducted from the monthly bill raised by the biller

1	Non-Provision of Vehicle/Vehicles for any trip	2. No Payment shall be made to bidder for failed rip. A trip is considered successful only upon complete loading of bags from origin, exchange at each mentioned intermediate point and delivery of ags at the destination.	
		3. A fixed amount of Rs. 10,000/- each incidence f non-attendance at any origin/exchange/destinat on point during a trip will be deducted from the monthly bill raised by the bidder.	
2	Non-Provision of India Post Branded vehicle for any trip (not applicable t o short term & emergency requirem ent as described in Para 28 of this a nnexure)	1. Non Provision of vehicle shall be considered a cefault in context to Para 16 (D) of this annexure.	
		Exemption may be given by competent authority in exceptional circumstances	
3	Penalty in case of non-adherence to fixed timeline as per Para 1 (A)		
	Trips delay per month per route*	Penalty as % of monthly bill (per route)	
3 (a)	Less than or equal to 5% of total mo nthly trips	Nil	
3 (b	More than 5 % & less than or equal t o 10% of total monthly trips	5%	
3 (c)	More than 10% & less than or equal to 20% of total monthly trips	15%	
3 (d)	More than 20% of total monthly trips	20%	
4	Relaxation of up to 30 minutes to fixed timelines mentioned in Para 1(A) shall be permitt ed for 10% of monthly trip before application of clause 3a above. Relaxation beyond 30 minutes may be given for such 10% in monthly trips in extraordinary circumstances with approval of competent authority. Further, such breach would not be considered as defaut in context of Para 16 (D) of this annexure.		

- *Point 16 (A) 3 penalty is applicable for all exchange points and not only delay at Origin and destina n points. The raw data may be retrieved from exchange point P.Os, Origin and destination points to ta with the drivers log book as and when asked by the competent authority.
 - B) Provided always that the bidder shall not be liable to pay any such amount under this clause for a such default, delay or failure as hereinbefore described if and so far as the same shall have been a sed by or be due to closing of road by the District Board, Public Works Department, or the Police to otor vehicles carrying mails, mob violence or other irresistible force or an act of God. But the fact to part of the road may become impassable for vehicular traffic shall not relieve the successful bide of his liabilities under the contract and in such case, notwithstanding anything hereinbefore contained, he shall without extra cost to the Government, arrange to convey the parcel and mail bags to purpose to destination as per schedule.

- C) Provided further that the liabilities of the bidder to pay the amounts here in before mentioned are hout prejudice to the Department of Posts' other right to be reimbursed any expenses to which the epartment is put to as a consequence of such default and other rights in respect thereof.
- D) Provided also that if the bidder makes more than six defaults in one month repeated for more tha hree months in a year or fails to maintain an efficient motor vehicle service or to perform and obse e any of the stipulations, agreements and conditions herein contained (as to which, the decision of e competent authority will be final) or if the bidder becomes insolvent or if a company being dissolved except as provided in Para 33 of this Annexure either voluntarily or compulsorily, the aurity who has signed this agreement may, by a written notice, forthwith terminate the contract afte decision to terminate the contract is taken by the competent authority in addition to or in lieu of a other remedies, and also declare forfeited the whole or any part of the security.
- E) Provided further that in the event of the contract being liable to be terminated as aforesaid, the E artment of Posts may, at its discretion, either terminate the contract or forfeit the entire performa guarantee money and terminate the contract. But any such termination of the contract or forfeitur f security as aforesaid shall be without prejudice to the right of the Department to all other remed in respect of every failure or default and particularly to the Department's right to recover the full a unt of loss or damages which the Department may have sustained even though the amount be in ess of the sum forfeited and the security so forfeited may or may not be taken towards satisfaction any such loss or damages.
- 17. The successful bidder and driver shall be bound to carry out the instructions of the Department of Posts as well as of the officers assigned to the vehicle.
- 18. A daily record indicating time in and time out from origin and destination office and exchange poir for each vehicle shall be maintained in a log book by the successful bidder.
- 19. Dedicated vehicles and drivers must be provided and changes will be permitted only in exception ircumstances with the consent of the competent authority.
- 20. In the event of the award of the contract and prior to execution of the contract, the successful bid shall be required to submit the competent authority, copies of the registration certificate, permits censes issued by Central Government/State Government/Local Government, Fitness/Road Worthing Certificate, PUC Certificate, comprehensive insurance policies of the vehicles being offered for hire diparticulars with photograph of the vehicle along with copy of driving license of the drivers dedica to each vehicle. The vehicle shall meet all requirements relating to Motor Vehicles Act and any add nal requirements which may come into effect during performance of this contract. Bidder shall also e required to produce the vehicles for the physical verification/inspection to competent authority processed for the purpose, in order to ensure vehicles are as per requirements mentioned in Para 2 allered Para 3(A) of Annex. III. A checklist is given in Annexure-VIII for reference.
- 21. The contract will be effective for one year from the date of signing of Agreement unless terminate arlier as per clause No. 15& 16. The contract may be renewed for a further period of one year, subj to satisfactory performance and on the same terms and conditions.
- 22. The contract shall remain valid till the completion of scope of services or end of contractual durati (whichever is earlier) unless terminated by either of the parties as per provisions of the contract.
- 23. On expiry of the contract, Departmental branding, if any, shall be removed from the vehicles before the security deposits of the contractor are refunded. The successful bidder shall also submit an unce taking for this purpose along with the technical bid.

The contractor shall give an undertaking with the Technical Bid that the vehicle will be used solely the purpose of transmission of postal/mail bags and not for any other item not related to Departme of Posts.

The contractor shall be solely responsible for any legal consequences arising out of the illegal use (

he hired vehicle. An undertaking to this effect should

be provided by the contractor with the Technical Bid.

24. Terms of Payment

A) The bidder shall raise bill/invoice on or before the 15th day of the succeeding calendar month th ugh GeM portal in respect of such services showing the details of calculation with full particulars ar documents in support thereof to competent authority in Postal Circles associated with origin city of spective routes. The bills may be submitted offline to the Department of Posts whenever the bidde unable generate invoice through GeM portal. The monthly remuneration is payable to the bidder(s) thin 30 days of the presentation of the bill as aforesaid

- B) No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.
- C) All payments shall be made by the Department of Posts by cheque/NEFT/RTGS only.
- D) The Department of Posts shall be at liberty to withhold any of the payments in full or in t subject to recovery of penalties as per Para 16 of this Annexure.
- E) The term "payment" mentioned in this Para includes all types of payment due to the firr rising on account of this contract excluding Bid Security and Performance Security governey the separate clauses of the contract.
- F) TDS and other taxes will be recovered from all the bills before making payments as per trates and instructions prevailing at the time of payment.
- G) The amount which may be paid to or claimed against the successful bidder due to HSD (gh Speed Diesel) fuel price increase/decrease shall be calculated as per methodology giver elow.
- H) Provided always that, during the continuation of this contract, if the average HSD fuel pi (including local Government taxes) prevailing on 15th of a given month for any of the caler r months in which this contract will be in force,

Origin - Destinatio n Pair	Price in Origin city as on date : _/_/_	Price in Destination city as on date : _/_/_	Simple aver age (Rs.)
Solapur - Pangri			
Solapur-Dudhani			
Total (Average)			

be more or less than the average HSD fuel price (including the local Government taxes) preciling on the date of issue of the Notice Inviting Tender (NIT) (here-in-after referred to as the sic price), than amount which may be paid to or claimed against the successful bidder shall e 0.3% of bid price per route for every1% increase or decrease in basic HSD fuel price. The mount which may be paid to or claimed against the successful bidder shall be calculated for Il trips undertaken in a given month. The calculation shall be undertaken as per the following formula.

Amount to be paid or claimed against the bidder (in % of bid price per route) = (P1- PB)/ PE

100 X 30/100 where.

P1 = Average HSD fuel price on 15th of the month of start of operations and thereafter (sin e average of price prevailing in origin and destination cities);

Average |HSD| price = (Sum of |HSD| fuel price on $|15^{th}|$ of the month in origin and destinatio ities)/2

PB = Basic HSD price on the date of issue of tender as given below (simple average of price revailing on the date of issue of NIT in origin and destination cities):-

- I) The amount which may be paid to or claimed against the bidder on this account shall be claimed within 90 days by the Government or the bidder as the case may be.
- J) And provided further that in case of extra kilometer run due to addition of transshipment ntre along the route, the amount which may be paid to or claimed against the bidder due t SD price increase/decrease would be reckoned basis total compensation paid as per Para 1 bove.
- K) Provided always that no claim for any increase in the remuneration for any calendar ment hashall be considered by the Government if the bill for any calendar month is not submitted y the bidder(s) on or before the date herein before mentioned.
- L) Provided also that if during the period of this agreement the costs incurred by the bidder in illing this agreement are increased or decreased as a direct result of the passing of any Act of gislature, the contracting parties hereto shall respectively be entitled to claim corresponding I sion of payment to be made to the bidder under this agreement.
- 25. Bidder will not use the vehicle for the purpose of this agreement until its style, power, des manufacture and body and other prescribed specifications have been approved by the comtent authority as mentioned in Para 20 of this Annexure for use under this agreement. All sh vehicles approved by competent authority shall only be used by the successful bidder for e conveyance of the said parcel bags and for the performance of this agreement.
- 26. The successful bidder during the period of the contract will punctually observe the timings entioned in the schedule of trips for the departure and arrival from and to the various office nd Parcel/mailbag exchange points and will follow the routes respectively prescribed in suc chedule for particular trips between various offices and exchange points mentioned in that hedule.
- 27. Postal staff at the loading point will ensure that the vehicle is not overloaded beyond its p

cribed carrying capacity. However, the driver will also have

to confirm that vehicle is not overloaded before departure and point out any discrepancy b re the start of the journey.

28. Change in schedule

A. Department of Posts by notice in writing by the competent authority shall be at liberty ϵ any time or times or from time to time whenever deemed fit, to make any alternations in tl capacity of the schedule or schedule of trips or to cancel or alter the schedule of trips or to bstitute another schedule. But any

such cancellation alteration or substitution will be made only after one week's prior notice he bidder except in emergency cases. The competent authority may also at any time order writing an extra trip to be performed on any particular day as per below mentioned timelin

- B. Provided further, that in the event of an extra trip being ordered competent authority wi so fix the hours of arrival and departure of such additional trip and also specify the type of tor vehicles to be used for the purpose.
- C. And provided further, that for emergency requirement successful bidder may be compensated extra by no more than15% of bid price. However, no such Compensation shall be paid for short term requirement.
- D. And provided further that non-provision of non-branded vehicle for short term and emer ncy arrangement will not be considered as default as mentioned in Para 16 of this Annexur
- E. And provided further that, the successful bidder shall inform the competent authority the ehicle provided under short term and emergency arrangement, are as per prescribed speciations.
- F. And provided further that, for providing vehicle on long term arrangement, the successful dder has to fulfill requirements given in NIT and the successful bidder shall take approval α 0 ompetent authority as per terms and conditions of the NIT

29. The Bidder will comply with the instructions of the said postal competent authority, as me ned in the schedule of trips, as to the mode in which the said parcel and mail bags will be s ed, packed and loaded in, or removed, from the vehicles of the bidder.

- 30. The successful bidder will be solely responsible for obtaining necessary permits, licenses, from the Local Authorities or State Governments. The bidder will bear and pay all rates, ta s and fee levied by a local authority or a state government payable in respect of the motor hicles provided by the bidder for the purposes of this agreement. The successful bidder shat this own expense maintain all such motor vehicles, machinery and all parts thereof in cleat good and proper working condition and all motor vehicles shall be fit for use. The successful idder shall supply all fuel, lubricants, carriage lights, spare parts and other things necessary in the proper running thereof and for the due performance of the motor vehicles for the purples of this agreement. All such motor vehicles will as to their continual condition and fitness in the efficient performance of this agreement be subject, at all times, to the inspection and proval of the competent authority. All vehicles will be fully repainted in March or October ergody year (according as the service is in the hills or in the plains respectively) and be kept other is in a presentable condition as required by the competent authority and at least one spary year and a tube be made ready and available for use thereon.
- 31. The successful bidder should declare that no one connected with or in the employment of Department of Posts has any interest in this contract nor will any such person ever be adm ed as a partner to any interest in this contract. The bidder will furnish to the Department of sts, in writing with full particulars of his business and will also, if so required, furnish to the mpetent authority name, parentage, age, residence and specimen of signature or thumb me k as the case may be of all the agents and servants whom he proposes to employ for the proposes of this contract before they are so employed and the Department of Posts will be at like y to forbid the employment of any person whom the competent authority may consider und irable.
- 32. This contract will not, nor any part thereof or any interest therein be transferred by the bit is to any person or persons or to a company or attempted to be so done without the previous onsent in writing of the competent authority being first had and obtained, but the successfielder's heirs and representatives will with the consent in writing of the competent authority we the right to continue to perform the duties or engagements of the bidder under the cont to in case of his death. In the event of the bidder transferring his business and in the event of he successful bidder being a company being wound up and at any time during the period of is contract for the purpose and with the object of transferring its business to any person, perons or a company, the bidder will make it one of the terms and stipulations for the contract transfer of his properties and business to such other person or company that such other pernor company will, provided the competent authority consents to the same, continue to per mithe duties or engagements of the bidder under the contract.
- 33. If during the existence of the contract, the successful bidder being a partnership firm, is d lved or reconstituted due to the death, retirement, insolvency, admission of new partners c therwise howsoever, the bidders will
 - forthwith give notice of such dissolution or reconstitution to the competent authority who v be entitled in his absolute discretion either to terminate the contract without any liability o he part of the Department of Posts to compensate the Bidder for any loss or damage in cor quence thereof or to continue the same contract. In the event of the competent authority c ding to continue the contract, the partners of the reconstituted firm will be bound by the tes and conditions of the contract in all respects and to the same intent and effect, as if they re parties to the contract and such partners will execute a fresh contract to that effect whe alled upon by the competent authority to do so.
 - 34. The successful bidder will be responsible for all losses and damages caused t Department of Posts by fire, collision or accident arising out of the execution of this agreen t and for all damages to property or persons or animals caused by any motor vehicle used the purposes of this agreement whether by reason of negligence or default of the driver or y other person or otherwise and the bidder will indemnify the Government against all such ses, damages and from the payment of every fine and legal expenditure which may be imp

ed on any driver for driving negligently or at an excessive speed or without proper light or trary to the traffic directions from time to time given by the Police or to any Railway or Port ust Rules for the time being in force or otherwise, however, including any claims under the rkmen's Compensation Act.

35. The successful bidder will be solely and absolutely liable and responsible for the due, and e custody and delivery in good order and condition of all contents of the parcel and mail ba entrusted or delivered to him for carriage, conveyance and delivery under provisions of this ontract and for all losses thereof or damages or injuries thereto respectively and will be del red by him to the proper officer of the designated office or other authorized person on the I mination of their carriage and will be liable to pay to the Department of Posts the value of a or any of such contents which may be lost or damaged between the times aforesaid and the mount of all other losses, damages, costs, charges or expenses whatsoever if any arising from the failure so to deliver the said parcel and mail bags or any part or portion thereof in su good order and condition and at such times as aforesaid and the certificate of the compete authority of every amount payable by the bidder under this clause will be conclusive as to amount thereof and binding on the bidder.

A) And provided further, such an amount shall be decided on the basis of compensation to paid by Department of Posts to final consumer. The compensation to be paid to final consu r for loss or damage of letters, papers packets, parcels, documents, articles and other thing s decided either as per compensation criteria provided in guidelines issued by department m time to time in this regard or as per insured value of product. The summary of current prailing compensation criteria based on guidelines issued by Department of Posts is provided Annexure -IX for reference purpose. The bidder shall refer to guidelines and notification for mprehensive understanding of such compensation criteria.

B) Provided always that the responsibility and liability of the bidder under this clause will not xtend to any loss, damage or injury caused by or resulting from the acts of god, violence of mob or other irresistible force or by any person or persons not in the employ or under the country training of the bidder, and provided, however, and not withstanding anything aforesaid that who under orders in writing of the competent authority, a postal official is detailed to accompant ny articles to be carried under this agreement, the bidder will not be liable for any loss there of while the said official is accompanying the same unless in the opinion of the competent a control or will be final and binding on the bidder such loss is due to any fault, negligence or riminal action on the part of the bidder or any employee of the bidder.

- 36. The successful bidder shall undertake to run the vehicles for the purpose of this contract c Diesel /CNG (type of fuel) and also agrees that in case he uses any motor fuel other than D el /CNG (type of fuel) whether under the orders of the Central Government or any State Go nment or for any reason whatsoever, than bidder shall notify in advance to the competent hority in writing the date from which such other motor fuel would be used, the Government ay in its option either immediately terminate this contract or require the bidder(s)to carry c the contract for such period not exceeding a period of six months from the date from which other fuel is used without claiming any extra remuneration either on account of the increed price of the motor fuel actually used or for any reason whatsoever.
- 37. That without prejudice to any right or remedy that may have accrued to either party by re on of any antecedent breach of any of the provisions herein contained or without prejudice any claim of any nature whatsoever that the either party may have against the other in purance of these presents, this contract may be terminated at any time by either of the partie ereto giving to the other, two calendar months' notice in writing of his intention so to termi e the same.
- 38. Any notice required to be given as per para 36 above, on the part of the Department of Pc shall be deemed to be duly given if signed by the competent authority(the person for the ti being entrusted with the functions, duties and powers of the competent authority) and deli ed to the Bidder or sent by registered post at his usual or last known place of residence or

iness and any notice required to be given hereunder on the part of the bidder shall be deer d to be sufficiently given if delivered or sent by registered Post to the office of the compete authority.

- 39. The Bidder shall provide duly licensed drivers of the motor vehicles when used for the pur e of this agreement. The bidder shall pay the wages of every such driver. All such drivers so be deemed to be the servants of the bidder but they shall obey all orders and directions give to them by duly AUTHORISED postal officials for the purpose of carrying out the services to performed by the bidder under this agreement. If the competent authority shall give notice writing to the bidder that it has reason to be dissatisfied with the conduct of any driver, the dder shall forthwith on receiving the complaint substitute another driver for the purpose of e contract.
- 40. The competent authority shall have the right in it's absolute discretion to reject temporari r permanently and require the bidder not to use accordingly any motor vehicle provided or pt by the bidder for the purpose of this agreement which it may consider unfit or unsafe to employed for the purpose of
 - carrying the said postal articles and mail bags or any such postal official as aforesaid notwi tanding that the same may have previously been approved under any clause hereof and ar such rejection shall be conclusive and binding upon the bidder and in such events the bidd hall forthwith substitute for such motor vehicles so pronounced unfit and unsafe other fit as afe motor vehicles of the same type, though not necessarily of the same make, but such stituted commercial vehicles shall be subject to the submission and approval as per terms d conditions of NIT.
- 41. Whenever any claim for the payment of a sum of money arises out of, or under this cont against the Bidder, the Department of Posts shall be entitled to recover such sum by appriating, in part or whole, the performance security deposited by the bidder, forming the we or part of such security. In the event of the performance security being insufficient, there a balance or the total sum recoverable, as the case may be, shall be deducted from any secont the due or which at any time thereafter may become due to the bidder under this or any her contract with the Department of Posts in the Postal Department. Should this sum be resufficient to cover the full amount recoverable, the bidder shall pay to the Department of the forthwith on demand and without demur the remaining balance due.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 bi If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treate 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 issiby 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>attacher</u> <u>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 specifyir equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experienc
- 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 m 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 w 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 bot 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 / act rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment 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 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 प्राधि 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 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 rega 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, any bidder from a country which shares a land border with India will be eligible t 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

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---