

	OFFICE OF THE CANTONMENT BOARD CHAKRATA CANTT. कार्यालय छावनी परिषद, चकराता Phone/फोन: 01360- 272220, Fax/फैक्स 01360- 272502 Email/ई.मेल: ceochak-stats@nic.in	
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File No. 10/8/MSW/Garbage Vehicle

Dated 13 December, 2023

Cantonment Board Chakrata invites application for hiring of Vehicle for garbage transportation services of Government Recognized/Registered Service Provider through E Market Portal of Govt. of India (<https://gem.gov.in>) for “HIRING OF FIRM/AGENCY FOR TRANSPORTATION OF SEGREGATED MUNICIPAL SOLID WASTE (LOADING, TRANSPORTATION AND UNLOADING AS PER MSW RULES 2016,MSW RULES 2020 AND ITS AMENDMENT TIME TO TIME) OF GARBAGE FROM ARMY AREA AND CIVIL AREA AND ITS TRANSPORTATION UPTO TRENCHING GROUND OF CHAKRATA CANTONMENT BOARD LOCATED IN MES LINE CHAKRATA CANTT”

Important Dates:

(a)	Name of Work	“HIRING OF FIRM/AGENCY FOR TRANSPORTATION OF SEGREGATED MUNICIPAL SOLID WASTE (LOADING, TRANSPORTATION AND UNLOADING AS PER MSW RULES 2016,MSW RULES 2020 AND ITS AMENDMENT TIME TO TIME) OF GARBAGE FROM ARMY AREA AND CIVIL AREA AND ITS TRANSPORTATION UPTO TRENCHING GROUND OF CHAKRATA CANTONMENT BOARD LOCATED IN MES LINE CHAKRATA CANTT”
(b)	Estimated work and EMD	Estimated cost: Rs. 12,00,000/- (Rs. Twelve lakh) EMD- Rs. 24,000/--Rs twenty four thousand through echhwani portal i.e. https://echhwani.gov.in (Exemption of EMD as per Govt. of India order will be given to concerned Bidders)
(c)	Cost of Tender Form including terms and conditions	. Rs. 5900(including GST) will be deposited in the Cantt. Board Chakrata. Non refundable) thousand through echhwani portal i.e. https://echhwani.gov.in (Exemption of EMD as per Govt. of India order will be given to concerned Bidders)
(e)	Date of Publishing Tender Online	13-12-2023
(g)	Bid submission date	Last date to submission bid in GEM Portal 04-01-2024 (As time mentioned in GEM portal)
(h)	Bid opening date	04-01-2024 (As time mentioned in GEM portal)

Further details may be obtained from <https://gem.gov.in> . For any clarification contact to the Office of Cantonment Board, Chakrata on any working day during office hours. The bidder is advised to examine carefully all instructions, conditions, forms, terms and specifications, bill of quantity etc. in the bid document. Tenders will be accepted via online mode only. On participating this tender bidder is suppose to read and understand the terms and condition of tender. No deviation will be accepted by the competent authority by the bidder made in online tender in case may be.

Note:- All update/Corrigendum, submission will be available on Government e-Market Portal i.e. <https://gem.gov.in> For tender documents you can visit Cantt Board website also:- <https://chakrata.cantt.gov.in>


(R.N. Mandal)
 Chief Executive Officer
 Chakrata Cantt

Tender Document

“HIRING OF FIRM/AGENCY FOR TRANSPORTATION OF SEGREGATED MUNICIPAL SOLID WASTE (LOADING, TRANSPORTATION AND UNLOADING AS PER MSW RULES 2016,MSW RULES 2020 AND ITS AMENDMENT TIME TO TIME) OF GARBAGE FROM ARMY AREA AND CIVIL AREA AND ITS TRANSPORTATION UPTO TRENCHING GROUND OF CHAKRATA CANTONMENT BOARD LOCATED IN MES LINE CHAKRATA CANTT”

- (1) Cantonment Board/Chief Executive Officer reserves the right to reject any or all tenders without assigning any reason whatsoever.
- (2) The Firms/Contractor/Company should inspect the site/area before filling in and submitting the tender to get fully acquainted with scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. The distance covered by vehicle in a day for garbage transportation is approximately 40 Km per day. Bidder should be kept in mind while quoted the rates for above works considering all expenditure.
- (3) EMD- Rs. 24,000/- twenty four thousand through echhwani portal i.e. <https://echhwani.gov.in> (Exemption of EMD as per Govt. of India order will be given to concerned Bidders).
- (4) **The bidder/Firms/Agency will be strictly follows the Municipal Solid Waste Rule 2016, MSW Rules 2020 and its Sub Rules and amendment time to time.**
- (5) TENDER WILL BE AWARDED AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 AND ITS AMENDMENT.
- (6) The Bidder uploads following documents in technical bids:
 1. Scanned copy of receipt of fee deposited for Tender form cost. Tender form fee will be deposited though <https://echhwani.gov.in> only. Exemption from Tender fee given as per MSME/ Govt of India order issued time to time.
 2. Scanned copy of Earnest Money deposit for the amount (Rs. 24,000.00 in word Rs. twenty four thousand) mentioned in tender document. EMD will be deposited through eChhawani portal i.e. <https://echhwani.gov.in> . . Exemption from EMD given as per MSME/ Govt of India order issued time to time
 3. Scanned copy of PAN card of supplier/Contractor.
 4. Scanned copy of GST No. registration certificate of bidder/firm.

5. Scanned copy of relevant experience of providing transportation of Municipal Solid Waste transportation in any Central/ State Govt. Deptt./Municipality/SPCB/CPCB. Exemption from Experience given as per MSME/ Govt of India order issued time to time.

6. Scanned copy of Declaration in affidavit on a non-judicial stamp paper duly countersigned by Notary that they have not been banned or debarred by any Central Government/ State Government /PSUs/ Autonomous Organizations and all documents/ information submitting by them are genuine and correct.

Note 1:-Bidder shall quote the rates in Indian Rupees for the entire contract on a 'Single responsibility' such that the Tender price covers contractor's all obligations mentioned on or to be reasonably referred from the Tender document in respect of the **HIRING OF FIRM/AGENCY FOR TRANSPORTATION OF SEGREGATED MUNICIPAL SOLID WASTE (LOADING, TRANSPORTATION AND UNLOADING) OF GARBAGE FROM ARMY AREA AND CIVIL AREA AND ITS TRANSPORTATION UPTO TRENCHING GROUND OF CHAKRATA CANTONMENT BOARD LOCATED IN MES LINE CHAKRATA CANTT.** This includes all the liabilities of the contractor such as cost of uniform, identity cards of personnel deployed by the contractor and all other statutory liabilities like minimum wages, ESI, provident fund contributions, service charges, Fuel, wear and tear in vehicle and all kinds of taxes.



(R.N. Mandal)

Chief Executive Officer
Chakrata Cantt



TERMS AND CONDITIONS OF TENDER:-

1. The quoted rates include drivers, Fuel and other expenditure of the vehicle, MSW transportation and Cantt Board does not pay anything except quoted rates.
2. **THIS IS THE RESPONSIBILITY OF CONTRACTOR TO PAY ALL STATUTORY TAXES TO BE PAID.**
3. The contractor should insure that person engaged by him for above work and doesn't have any criminal record.
4. If evening trip for civil area is required as per the requirement for collection of garbage, the charges will be paid per trip wise to contractor for that particular trip (amount for per trip drive by dividing the monthly quoted amount by thirty).
5. The vehicle should be covered during the transportation of garbage.
6. The vehicle should having the capacity of loud speaker so announcement.
7. The firm/Supplier provides mobile number of all drivers who are engage to garbage vehicle. The firm/supplier strictly follows the instructions of Board employee who is authorized by the CEO/Board.
8. It will be responsibility of firm/contractor for the security and all the risks covered of the employee/ staff appointed by him for the work. And it will be responsibility of the contractor in case of accident or any other accident of the vehicle.
9. The contract of the work will be for one year and extended for further period of 24 month on the terms & conditions are fixed by the Cantonment Board.
10. Contractor has to deposit 3% of estimated cost/or rates as arrived at financial bid as Security deposit within one week of finalization of tender though e-Chhawani Portal i.e. <https://echhawani.gov.in>.
11. The security deposit will be refunded after the successful completion of work/expired the term.
12. The Board has the right to terminate/ cancel the contract in case of work not executed properly due to negligence to the concerned firm/contractor and the same will be compensated from the security deposit by him.
13. The Board will not be responsible for any dispute between the firm/contractor and the staff appointed by him regarding salary and service condition.
14. Contractor has to provide Identify proof of the entire employees who are working under him in garbage vehicle.
15. If there is any dispute between firm/ contractor and Cantonment Board in such case the disputed matter will be sorted out through Cantonment Board Chakrata which will be acceptable to both the parties and will not be challenged at Hon'ble courts.
16. If any damage is cause to the Govt. Property by the firm/contractor by mistakes/lapse, the same will be compensated by bill/ security deposits of the concerned firm/contractor.
17. In case the firm /contractor quit the work before schedule time, the Board has the right to forfeit the security deposits of the contractor/ firm.
18. The firm/contactor will provide stamped paper and necessary documents for the execution of contract.
19. The Board will not pay any interest in case of late payment of bill or on the security deposits.

20. The firm /Contractor/Company should visit the site/area before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
21. The CEO/Board reserves the rights to cancel any of all tenders without any reason and increases or decreases the time of work.
22. Incomplete/cutting tender form will be rejected. Conditional tender not accepted.
23. The contractor shall be responsible for fulfilling all his obligations towards Government, Local Body, other organization, all expenditure like Fuel and the person deployed(Driver) by him.
24. That in the event of any loss occasioned to Cantonment Board, Chakrata , as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Cantonment board , Chakrata said loss can be claimed from the contractor up to the value of the loss. The decision of CEO of the Cantonment Board, Chakrata will be final and binding of the agency.
25. The personal engaged have to be extremely courteous with very pleasant mannerism in dealing with the staff/public/visitors and should project an image of utmost discipline. Cantonment Board, Chakrata shall have right to have any person removed in case of staff complaints or as decided by the Officer- in-charge /HOD of the Cantt Board Chakrata if the person is not performing the job satisfactory or otherwise. The contractor shall have to arrange in suitable replacement in all such cases.
26. In case any public complaint is receive to Misbehaviour/of contractor personals, and it is found true after inquiry by CEO a penalty of Rs. 1000/- for each such incident shall be imposed and same shall be deducted from, the contractor's bill.
27. Any damages or loss caused by the contractor's persons to Cantt Board Chakrata in whatever from the cost of the thing to be damaged and addition of Rs. 1000/- penalty will be imposed and deducted from the bill of contractor.
28. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
29. If a result of post payment audit any overpayment is detected in respect of any work done by the agency of alleged to have done by the agency under the tender, it shall be recovered by the Cantt Board Chakrata from the agency.
30. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to Cantt Board Chakrata for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign.
31. All the directions. Intimation instruction of the CEO and Board official authorized by CEO of the Cantt Board Chakrata should be strictly follow.
32. Payment will be made in first week of the month.
33. **LIQUIDITY DAMADGED:** - Any damage caused due to fair/unfair activity or act of God to the properties of Cantt Board Chakrata is will be recovered from the contractor.
34. **Force Majeure :-** In the case of failure to perform this Agreement due to any **force majeure**, neither party shall be liable for such failure, and this Agreement shall be terminated automatically. In the case of failure to perform any part of this Agreement due to any **force majeure**, the party suffering from

- such **force majeure** may be exempted from corresponding liability to the extent of the impact of such **force majeure**. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such **force majeure**. If such **force majeure** occurs after such party delays to perform this Agreement, it shall not be exempted from its corresponding liabilities.
35. All tender awarded as per Govt. of India MSME preference instructions and its amendment time to time.
36. TENDER WILL BE AWARDED AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 AND ITS AMENDMENT.
37. Any other information may be obtained from the office of the Cantonment Board Chakrata, Distt- Dehradun-248123 office hours on all working days on phone no 9410921038 or email id ceochak-stats@nic.in.
38. Corrigendum(s)/Amendment(s)/Addendum(s) to this bid, if any, would appear only on the above mentioned website <https://gem.gov.in> and will not be published elsewhere. The bidders shall be responsible for the same from time to time.
39. Chakrata Cantonment Board shall not be responsible for any technical problem/delay with website or server failure etc. if any.
40. The bidder/Firms/Agency will be strictly follows the Municipal Solid Waste Rule 2016, MSW Rules 2020 and its Sub Rules and amendment time to time.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between Cantonment Board Chakrata and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.



(R.N. Mandal)

Chief Executive Officer
Cantonment Board Chakrata



Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-01-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-01-2024 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Defence
Organisation Name/संगठन का नाम	Dg Of Defence Estate
Office Name/कार्यालय का नाम	*****
Item Category/मद केटगरी	Collection & Disposal Waste Management Service - Transportation, Lifting, Unloading; Dry Waste
Contract Period/अनुबंध अवधि	1 Year(s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ 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
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, 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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1200000

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	24000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Revenue Superitandent
Cantonment Board Chakrata, Department of Defence, DG of Defence Estate, Ministry of Defence
(Shekhar)

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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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be

exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. 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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[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.

4. 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.

5. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

No. of X projects with contract value not less than YY for each contract of providing this service to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies:As per tender document

Geographic Presence:As per tender document

Average annual financial turnover (From waste management service) in the last three financial years i.e. YYYY-YY to YYYY-YY (CA certificate to be enclosed as an evidence):As per tender document

Buyer to mention certificate required for providing this service:As per tender document

Scope of work as per Buyer Requirement:[1702473413.pdf](#)

Collection & Disposal Waste Management Service - Transportation, Lifting, Unloading; Dry Waste (80)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification n	Values
Core	
Scope of work	Transportation , Lifting , Unloading

Specification	Values
Type of waste	Dry Waste
Category of Waste	Household Hazardous Waste (HHW) , Industrial/Commercial Waste , Municipal Solid Waste , Waste Tires , Scrap metal , Plastic waste , Hazardous Waste , Green Waste , Food waste , Recyclable waste , Sharps waste
Method of waste collection	Various points of Army and civil area of Cantonment Board Chakrata Total approx 25 collection points covering approx 40 Km distance per day
Areas of waste collection	Roads/Streets
Scheduling of Garbage collection	Daily
Frequency of Garbage collection	1
Vehicle Category	Garbage Tipper with Bin Lifter - Hydraulic Tank
Vehicle Monitoring System	GPS locations
Distance to dumping location	Approx 40 Km per day
State	NA
District	NA
Zipcode	NA
Addon(s)/एडऑन	
Requirement of storage bin	NA
Additional Details/अतिरिक्त विवरण	
Waste Pickup Address	Various points of Army and civil area of Cantonment Board Chakrata. Total approx 25 collection points covering approx 40 Km distance per day
Waste Disposal location Address	MES Line Chakrata Cantt
Number of vehicles required	1

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Weight of waste collected in a month in Quintal (1 Quintal equals to 100Kgs)	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****DEHRADUN	80	• Service Days in a month : 30

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

3. 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.

4. 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.

5. Purchase Preference (Centre)

Preference to Make In India products (for bids greater than 200 Crore) (can also be used in Bids less than 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. 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.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---