ODISHA STATE CIVIL SUPPLIES CORPORATION LTD
C/2, NAYAPALLI, BHUBANESWAR – 12

TENDER DOCUMENT FOR ROAD TRANSPORT CONTRACT – PADDY FOR KMS 2023-24 (KHARIF & RABI)

PART – A

TECHNICAL BID
(Paddy)

NOTICE INVITING TENDER

Office of the Chief CSO/CSO-cum-District Manager
Odisha State Civil Supplies Corporation Ltd., Sundargarh District

TENDER NO. 2852 DATE: 16.09.2023

Cost of Tender Document: - Rs. 1000/- Inclusive of GST for each UNIT.

Online tenders are invited from eligible bidders for selection and appointment of transport contractors for transportation of paddy from Paddy Purchase Centers (PPC) to rice mills with in district or outside the district within the state of Odisha for the KMS: 2023-24 for **HEMGIR BLOCK, SUNDARGARH** shall be as follows:-

1	Availability of tender documents	From Dt. 16.09.23 at 10:00 AM Downloadable from Website: www.gem.gov.i n
2	Date, time & venue for pre-bid conference	Dt. 18.09.23 at 11:00 AM at Office chamber of CSO-cum-DM, Sundargarh
3	Last date and time for online submission of completed Tender Documents with enclosures	Through e-Procurement www.gem.gov.in Up to 05:30 PM on 09.10.2023
4	Date, time & venue for opening of Technical Bid by the Tender Committee	On Dt. 10.10.23 at 10:30 AM onwards at Office chamber of ADM, Sundargarh
5	Date, time & Venue of submission of original documents in support of scanned copies uploaded in the portal for verification	On Dt. 10.10.23 at 11:00 AM onwards at Office chamber of ADM, Sundargarh
6	Date & Time of Financial Bid opening by the Tender Committee (Only for Technically qualified bidders)	Dt. 13.10.23 at 10:30 AM onwards at Office Chamber of ADM, Sundargarh

N.B: 1. If, the office happens to be closed on the date of opening of tenders, tenders will be opened on the next working day in the same time.

16/9/23

Chief CSO/CSO-cum-District Manager
OSCSC Ltd., Sundargarh

Tender No.....

Dated.....

ODISHA STATE CIVIL SUPPLIES CORPORATION LTD,

DISTRICT OFFICE: .SUNDARGARH

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF TRANSPORT CONTRACTOR FOR TRANSPORTATION OF PADDYFROM MANDI TO MILL POINTS FOR KMS 2023-24

A. Last date for on line submission of tender up to 05:30 PM on 09.10.2023

B. Tender to be opened on line at 10:30 AM. on 10.10.2023

IMPORTANT NOTE:

1) Tender documents may be downloaded from E-Procurement Portal. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/ register before participating through the website www.gem.gov.in. Bidders are advised to go through instructions provided at **Annexure-A** regarding **'Instructions for online Bid Submission'.**
2) Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website www.gem.gov.in.
3) Tender and supporting documents should be uploaded through e-procurement portal.Hard copy of the tender documents will not be accepted.

Note: If the date fixed for opening of tenders is declared a holiday, the tenders will be opened on the next working day following the holiday remaining time and venue the same.

C. Tender to remain open for acceptance up to **45 days from the last date of submission of tender.** The Collector of the District may, at his/her discretion, extend this day by 30 days and such extension shall be binding on the tenderers.

D. If the date up to which the tender is open for acceptance is declared to be a closed holiday/Sunday, the tender shall be deemed to remain open for acceptance till the following working day.

E. Tenderer must deposit Rs.1000/- towards application money. Details at **Annexure-A.**

Invitation to Tender

From:

The District
Manager, OSCSC
Ltd., Sundargarh

To

The Tenderers
Sundargarh

Dear Sir(s)/Madam(s),

For and on behalf of the Odisha State Civil Supplies Corporation Ltd. (here in after called the Corporation) the District Manager, Sundargarh invites Tenders online UNDER TWO BID SYSTEM at e-Procurement Portal (URL:https:// www.gem.gov.in) for appointment of Transport Contractor for transportation of paddy from mandi to mill pointsfor KMS 2023-24 (Kharif & Rabi).

(Signature of District Manager)
DISTRICT MANAGER
OSCSC LTD., SUNDARGARH

GENERAL INFORMATION TO TENDERERS (Hemgir Block)

1. **Tenderers shall transport paddy as entrusted by the Corporation from time to time from various paddy purchase centers of Sundargarh (district) to Rice Mills locatedwithin and/or outside the district.**

A. Object of the Contract

The Contractors shall transport paddy from Mandi/paddy purchase centers (PPC) to various rice mill points located in the same district or in other districts as directed from time to time by the District Manager or an officer acting on his/her behalf along with such additional ancillary and incidental duties, services and operations as may be instructed by the District Manager or any officer acting on his/her behalf and not inconsistent with terms and conditions of this contract.

The transport contractors will be appointed for each Blocks/ Sub-division/ District. TheDistrict Level Tender Committee of each districts shall decide to engage transport contractors for each Block (including ULB or Sub-division or District) depending upon volume of Procurement, geographical locations of the purchase centers and custom mills and otherlocal factors. **The Block/ Sub-division/ District will be considered as one unit for selection and engagement of transport contractor.**

B. Description of work

i) The contractor shall transport paddy as entrusted to him from time to time from Paddy Purchase Centers (PPC) of the Block/Sub-Division/District to various Rice Mills located in the **district or outside district but within the state by Road.**

ii) The number of the mandis/ Paddy Purchase Centers operated in the Block/ Sub-division/ District and number of custom millers tagged to each such Block/ Sub-division/ District for KMS 2022-23 (Kharif & Rabi) is at Appendix-I. The information at Appendix-I is only indicative. There may be variations in (according to Procurement Policy), quantum of procurement (according to Procurement Policy) and requirement.

iii) Loading of paddy bags at PPC to the vehicle of the contractor shall be done by the procuring agencies/ Commission Agents of OSCSC i.e. PACS/WSHG/PP. The Unloading of paddy at miller's premises shall be done by the custom miller at his cost.

iv) In case of any dispute in respect of quality at mill points, the decision of the quality team of Headquarter/ district office shall be final and binding.

v) The Tenderers must get themselves fully acquainted with the location of PPC and unloading points as well as the prevailing conditions in the district such as road condition, Toll Gates en-route, Ghat Roads, Inaccessible Pockets, Natural Barriers, prevailing trendof inflation in fuel rates etc. The rates quoted by Tenderer shall be deemed to have been done after such acquaintance. No Tenderer will be entitled to any compensation arising out of any miscomprehension in this regard. Before tendering, the Tenderer must also get acquainted with the conditions of route to be taken by him/her for transportation of paddy. Once the tender is submitted, the Tenderer will be deemed to have fully acquainted himself with the route and he will not be entitled for any compensation on account of road blockade, diversions etc. on the route.

vi) The contractor shall complete the movement within the time schedule set by the District Manager.

C. Volume of work

No definite volume of work to be performed can be guaranteed during the currency of the contract. However, some items of general information are given in Appendix-I to the tender. The particulars given in the Appendix-I are intended merely to give the Tenderer an idea of the approximate quantum of work so as to help in making their own assessment for quoting the rates in accordance with the conditions of the Contract.

2. The Contract, if any, which may arise from this tender shall be governed by the terms and conditions of the Contract as set out in the invitation/ General Information to the Tenderer andas given in the Annexures and appendices to this tender.

3. **Qualifying conditions for Bidding**:

a) Minimum Transport Vehicles Required

i) Each tenderer should have dedicated 20 transport vehicles of 10/17 MTs orabove capacity. Out of these at least 02 vehicles should be his/ her/their own andthe remaining 18 vehicles can be with a minimum of one year hire agreement withthe owners.

ii) The District Level Tender Committee shall decide to engage Transport contractor district wise/ Sub Division wise/ Block wise depending upon volume of procurement, geographical locations of the purchase centers and Rice Custom Mills and other local factors. The Block/ Sub-division/ District will be considered as one UNIT for selection and engagement of transport contractor.

iii) The District Level Tender Committee shall decide the minimum requirement of

transport vehicles for each UNIT considering volume of procurement, number & location of purchase centers, geographical location etc. for timely lifting of paddy from purchase centers.

iv) The tenderer shall furnish particulars of vehicles owned/ hired in the format at **Appendix – XI/XII.**

v) The tenderer shall not use vehicles used for mining and other related activities that could contaminate food-grains. A list of such vehicles (if applicable) suitable for paddy transportation shall be provided.

vi) The tenderer shall furnish copies of RC Book, fitness certificate and valid permit of own/ hired vehicles declared in the tender along with hire agreement in case of hired vehicles.

b) Financial Capabilities of the Tenderer

i) As huge quantity of paddy is to be transported during the contract period within a time bound schedule. A contractor should have both physical infrastructure and financialresources for working capital requirements to fund assured supply of POL, Lubricants etc.maintenance of vehicles and other recurring expenditures.

ii) The transport contractors shall utilize his own resources without seeking any mobilization advance from the Corporation for this purpose.

iii) The tenderer in support of his financial soundness to carry out the transportation work shall furnish capability certificate of Rs.20 lakhs for Block level, 35 lakhs for Sub-Division level & 50 lakhs for District level contracts from any Scheduled Nationalized Banks.

c) Capability to engage Manpower

The transport contractors shall engage his representatives in each paddy purchase centers from where paddy will be lifted and transported to the custom millers. The transport contractors should be capable to employ large number of representatives. The representatives should be capable of coordinating with the district supply office PACS/LAMPS/ WSHG and Custom Millers on day to day basis.

d) The tenderer is required to submit an Action Plan along with a list of vehicles to carry out the transportation job successfully as per format at Annexure……. Incapacity and inability to maintain the required physical infrastructure in terms of transport vehicles, manpower and financial resources onhis own by the tenderer as assessed by the DLTC would render his tender rejected.

e) Tenderer should have experience of Transportation with Manufacturer/PSU/OSCSC/Govt. Dept./Public Ltd. Company/Private Limited

Company dealing in the field of Fertilizer, Food grains, Cement, Sugar, Paddy Coarse grains or any other commodity. Tenderer should have executed in any of the immediate preceding five years work of value:

(a) At least 20% of the estimated contract value i.e. Rs… .....in one single contract:

OR

(b) 40% of the estimated contract value i.e. Rs… .....in multiple contracts.

In case of Partnership Company, only the experience of the Firm/ Company will be reckonedand for the purpose the experience of the Individual Partners will not be counted.

f) Experience details in the Proforma prescribed at Appendix-VI shall be furnished by tenderer. The information furnished in Appendix-VI shall be supported by experience certificate issued by client(s) on their letter head.

g) Tenderer without the requisite experience as mentioned above may also participate subject to providing an undertaking that an additional security in the form of Bank Guarantee @ 2% of the contract value from 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) will be given, if selected.

h) The tenderer shall furnish Registration Certificate in support of their transportation work under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011" issued by the State Transport Authority (STA) or Regional Transport Authority (RTA).

i) If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the contract.

Note: The year for the purpose of experience will be taken as Financial Year (1st April to 31st March) excluding the financial year in which tender enquiry is floated.

4. Disqualification Conditions.

I) Tenderer who have been blacklisted or otherwise debarred by OSCSC or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting.

II) Any Tenderer whose contract with the OSCSC, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry ofthe contract period at any point of time during last five years, will be ineligible.

III) Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited

by OSCSC or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.

IV) If the proprietor /any of the partners of the Tenderer firm/any of the Director of theTenderer Company have been, at any time, convicted by a court of an offence and still serving the sentence, such Tenderer will be ineligible.

V) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tender disqualified.

VI) A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as aproprietor or partner of a firm) shall be summarily rejected.

5. Instructions for submitting Tender

For the purpose of this tender one Block (and ULB) / Sub-division/ District is treated as one unit. One transport contractor shall be appointed for each unit of the district. However, the Corporation has the exclusive right to appoint more than one Contractor in any unit that the Corporation may decide for smooth paddy procurement operations at any time and no claimshall lie against the Corporation by reason of such division of work.

(a) A tenderer can participate in tender for more than one unit of the district, but cannot be selected & appointed in more than one unit. In case one tenderer is found to be L-I (Lowest One) in more than one unit, the District Level Tender Committee will decide the unit, where the L-I tenderer will be appointed. The decision of DLTC will be final & binding. In such event, the L-II tenderer of the unit will be offered for selection at the L-I rate and if L-II tenderer declines, then the decision of DLTC would be final as to fresh tender or selection ofL-III at the rate of L-I.

(b) The Tenderer must fill up and sign the forwarding letter in the format given in **Appendix- II** and also furnish full, precise and accurate details in respect of information asked for in **Appendix-III** attached to the form of tender. The filled and signed Appendices II and III are to be scanned and uploaded at the space/packet provided in the e-Procurement system. Detailed instructions to bidders are available at Annexure-A of the tender document. Biddersare requested to read the instructions contained therein carefully & meticulously for submission of bids through e-procure portal.

(c) Tenderers are to apply separately for each unit.

(d) Technical Bid and Financial Bid shall be opened separately.

(e) One tenderer can participate in tender in one district only where his original place of business is located. In case the tenderer has participated in more than one district, his tender in all the districts is liable to be rejected.

(f) The Tenderer needs to give a Declaration that he has not participated in other Districts.

Signing of Tender

(i) The authorized signatory signing the tender shall state in what capacity he is, signing the tender, e.g., as sole proprietor of the firm, or as aSecretary/Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the **registered** partnership deed should be scanned and uploaded along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company.

(ii) The authorized signatory signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract.If the authorized signatory so signing the tender fails to produce the said Power of Attorney his tender shall be summarily rejected without prejudice to any other right of the Corporation under the law. The hard copy of Power of Attorney will be submitted by the successful tenderer at the time of awarding of the contract.

(iii) The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited/Pvt. Ltd. company. The Power of Attorney duly signed should be scanned & uploaded.

6. Earnest Money Deposit (EMD)

i) Each tender must be accompanied by an EMD of **5%** of the estimated value of contract as indicated in **Appendix-VII** to online system only. Tender Papers not accompanied by the required EMD shall be summarily rejected.

ii) The bidder shall be permitted to bid on the express condition that in case he resiles, or modifies his offer or terms and conditions thereof, after submitting his tender, for

any reason whatsoever during the tender process **or any of the information furnished by him/her is found to be incorrect or false**, Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and the law & the bidder will be liable for any loss suffered by the Corporation on account of its withdrawal/ modification etc. besides forfeiture of EMD. He will also be debarred from participating in any tender with the Corporation for a period of **five years**.

iii) Earnest money shall be forfeited in the event of the bidder's failure (after the acceptance of his tender) to furnish the requisite security deposit by the due date to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.

iv) The EMD furnished by the bidders shall be refunded after finalization of tender. The EMD of selected bidder will be refunded on receipt of confirmation from the Zonal/Regional bank concerned regarding genuineness of Bank Guarantee submitted towards security by the successful bidder at the time of execution of Agreement. No interest shall be payable on the amount of earnest money, under any circumstances.

7. Security Deposit

(i) The successful Tenderer shall furnish, within seven working days of acceptance of his tender,a Security Deposit for the due performance of his obligations under the contract. TheSecurity Deposit shall consist of;

a) A sum equivalent to 5% of the value of the Contract i.e. Rs…..submitted electronically through NEFT/RTGS/other electronic means in favour of the District Manager, OSCSC; and

b) Another sum equivalent to 5% of the value of contract i.e. Rs……, in the form of an irrevocable and unconditional Bank Guarantee issued by 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) which shall be enforceable till six months after the expiry of the contract period.

c) If applicable, an additional sum equivalent to 2% of the value of the contract i.e. Rs……., in terms of an undertaking provided by the tenderer for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by Scheduled Nationalized Bank' notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) which shall be enforceable till six months after theexpiry of the contract period.

d) **Additional Performance Security(APS) in case of Abnormally Low Bids (ALBs):** Consequent upon modification of codal provision in Works Department, Odisha, Office Memorandum No.14459/W, Dated 20.09.2018 & Amendment issued vide Office Memorandum No.4559/W, Dated. 05.04.2021, the following table is applicable in connection with deposit of Additional Performance security.

SINo	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
1	Below 5%	No Additional Performance Security
2	From 5% and above andbelow10%	50% of (Difference between estimated costput to tender and Bid Amount)
3	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

Additional Performance Security (APS) shall be furnished by the successful bidder. When the bid amount is less than the estimated cost put to tender, in such an event, the bidders who have quoted less bid price / rates then the estimated cost put to tender shallhave to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security as mentioned in the above table as applicable and given in tender document.

(ii) In case of failure of the tenderer to deposit the Bank Guarantee as stipulated in clause 7 (b) & (c) within 7 working days of acceptance of his tender, further extension of 7 working dayscan be given subject to levy of penalty @1% of the whole amount of the security Deposit.

(iii) The Security Deposit furnished by the tenderer will be subject to the terms and conditions given in the Annexure and the Corporation will not be liable for payment of any interest on the Security Deposit.

(iv) In the event of the **Tenderer's** failure, after the communication of acceptance of the tenderby the Corporation, to furnish the requisite Security Deposit **under clause 7 by the due date or requisite Security Deposit in the form of Bank Guarantee under including extension period (applicable to submission of BG only),** his Contract shall be summarily terminated and the Corporation shall proceed for appointment of another contractor without any notice. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be

recovered from the contractor, withoutprejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of **five years**. After the completion of prescribed period of **five years**, the party may be allowed to participate in the future tenders of OSCSC provided all the recoveries/ dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

8. Submission of Tender

(a) The tender shall be submitted online in two parts, viz., technical bid and price bid.

(b) All supporting documents except tender document have to be scanned and uploaded in Technical Bid. Price Bid as provided in Part -B, has to be scanned, encrypted and uploaded atthe requisite places in the e - Procurement system.

(c) The envelope/packet in online containing the **Technical Bid shall include the following**:

(i) All the Annexures & Appendices duly signed on each page by the Tenderer should be scanned and uploaded in e - Procurement portal.

(ii) Scanned copies of documents attached, as given at **Appendix - VIII**, duly signed by the Tenderer. Tender which does not comply with these instructions shall be summarily rejected.

(iii) Tenders should be uploaded / submitted through e-procurement at https://www.gem.gov.in. Manual bids/Hard copy of the tender documents will not be accepted. However, the successful tenderer will have to submit the original hard copy of tender document duly signed on each page of tender document along with annexures/appendices duly attested on or before the date and time stipulated by OSCSC, failing which the corporation shall award the contact to other bidders as per terms of this tender document, besides other penal action against the tenderer.

(iv) The supporting documents shall be scanned and uploaded by Tenderer clearly, neatly andaccurately in readable format. Any alteration, erasures or overwriting on the supporting documents should be duly initialled by the authorized signatory.

(v) It should be clearly understood by the Tenderer that no opportunity shall be given tothem to alter, modify or with-draw any offer at any stage after submission of the tender.

(vi) Any attempt by tenderer to change the format of any of the supporting documents of the tender document while uploading or any attempt to tinker with the software of the portal will render his tender liable for cancellation and his subsequent blacklisting.

9. Opening of tenders

The Technical Bid will be opened online in the Office of the District Manager, OSCSC, at the fixed time and the date indicated in the Notice Inviting Tender (NIT). The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt. Price Bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt.

10. If a single bid remains qualified after technical scrutiny, that bid will be cancelled consideringthe same as a single bid. Financial bid shall not be opened in case of single bid. In such case fresh tender shall be floated as per Works Department Office Memorandum No.16/W dt.01.01.2015.

11. Corrupt practices

Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection.

12. OSCSC reserves the right to reject any or all the tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his tender by a letter/telegram/fax/email.

13. In case of any clear indication of cartelization, the Corporation shall reject the tender(s),and forfeit the EMD.

14. OSCSC reserves the right to reject/modify/ alter any terms and conditions of the tenderdocuments and contract during the subsistence of the contract.

15. If the information given by the Tenderer in the Tender Document and its Annexures & Appendices is found to be false/incorrect at any stage, OSCSC shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.

16. Documents to be uploaded – List of documents to be uploaded is given of Appendix-VIII. The scanned copies of documents in PDF format (Printable in A4 size paper) shall be submitted online along with the tender, otherwise the bidder be treated as disqualified in Technical Bid. All documents are to be self attested by bidder.

District Manager
OSCSC,
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ANNEXURE-I

TERMS AND CONDITIONS GOVERNING CONTRACTS FOR TRANSPORTATION OF PADDYFROM MANDIS/PPC TO MILL POINTS.

I. Definitions

(i) The term Contract shall mean and include the Invitation to Tender incorporating also the instructions to Tenderer, the Tender, its Annexures, appendices, acceptance of tender and such general and special conditions as may be added to it.

(ii) The term „Contractor shall mean and include the person(s), Firm or Company with whom the contract has been placed including their heirs, executors, administrators and successors and the permitted assignees as the case may be.

(iii) The term Contract Rates shall mean the rates of payment accepted by the District Level Tender Committee (DLTC) for and on behalf of the OSCSC.

(iv) The term "Corporation and OSCSC , wherever they occur, shall mean the Odisha State Civil Supplies Corporation established under the Companies Act, 1956, and will include its Managing Director and his/her successor(s).

(v) The term "District Manager shall mean Chief/Civil Supplies Officer-cum-District Manager of Revenue District under whose administrative jurisdiction, Mandis to whichthe contract relates fall. The term „District Manager shall also include every other officer authorized for the time being to execute contracts on behalf of the OSCSC.

(vi) The term „Godowns shall mean the OSCSC Depots/ Godowns/Mandis and include open platform/plinth built or constructed for storage of paddy inside or outside the owned/hired depot premises.

(vii) CMR – Custom Milled Rice

(viii) The term "Services shall mean performance of any of the items of work enumerated in the tender document or as may be indicated by the District Manager or an officer acting on his behalf.

(ix) The term "Trucks wherever mentioned shall mean mechanically driven vehicle such asLorries etc., and shall exclude animal driven vehicles and Tipper.

(x) KMS – Kharif Marketing Season which starts from 1st October & ends in 30th September next.

(xi) Sub-Division/ Block means Revenue Sub-Division/ Block in the State of Odisha.

II. Parties to the Contract

a) The parties to the Contracts are Contractor and the OSCSC represented by the District Manager and/or any other person authorized and acting on his behalf.

b) The person signing the tender, or any other documents forming part of the tender, onbehalf of any other person or a Firm shall be deemed to warrant that he has the authorityto bind such other person or the Firm, as the case may be, in all matters pertaining to the Contract. If at any stage it is found that the person concerned had no such authority the OSCSC may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages. Further forfeit the Security Deposit asthe case may be.

c) Notice or any other action to be taken on behalf of the OSCSC may be given/taken by the District Manager or any officer so authorized and acting on his behalf.

III. Constitution of Contractors

a) Contractors shall, in the tender, indicate whether they are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person sonominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.

b) If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from which includes forfeiture of Security Deposit as the case may be.

c) The Contractor shall notify to the Corporation the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the Contract.

IV. Subletting

The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof. If done contractor will be liable for all consequences arises for breach of contract under clause (iii) (b).

V. Relationship with third parties

All transactions between the Contractor and third parties shall be carried out as

between two principals without reference to the Corporation in any event. The Contractor shall also undertake to make third parties fully aware of the position aforesaid.

VI. Liability for Personnel

a) All persons employed by the Contractor shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The Contractor shallbe bound to indemnify the Corporation against all the claims whatsoever in respect of its personnel under the aforesaid enactments, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of theContractor or not.

b) Contractor shall also comply with all Rules and Regulations/ Enactments made by the state Govt./Central Govt. from time to time pertaining to the Contract including all labour laws.

VII. Bribe, Commission, Gift etc.

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Corporation, or any person on his or their behalf, for showing any favour or forbearing to show any disfavor toany person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the Corporation and the contractor shall be liable toreimburse the Corporation of any loss or damage resulting from such cancellation.

VIII. Period of Contract

a) The Contract shall remain in force **for KMS 2023-24** (Kharif & Rabi) i.e. from 01.10.2023 to 30.09.2024or such later date as may be extended by GoI/GoO for procurement of paddy. The contract can be extended by the Corporation, OSCSC Ltd. On recommendation of DLTC at its sole discretion on the same rates, terms and conditions for a further period 6 months. Theaction of OSCSC in extending the contract shall be final and binding on the contractor and shall not be called in question. Further extension can be made with mutual consent.

b) The Managing Director reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof and the Contractors shall

not be entitled to any compensation by reason of such termination. The action of the Managing Director under this clause shall be final, conclusive and binding on the Contractor.

IX. Security Deposit

a) The successful Tenderer shall furnish, within seven **working** days of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract.The Security Deposit shall consist of;

b) A sum equivalent to 5% of the value of the Contract i.e. Rs…....**submitted electronically through NEFT/RTGS/**other electronic means in favour of the District Manager, OSCSC; and

c) Another sum equivalent to 5% of the value of contract i.e. Rs……, in the form of an irrevocable and unconditional Bank Guarantee issued by 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/District Co-operative banks and Gramin Banks) which shall be enforceable till six months after the expiry of the contract period.

d) If applicable, an additional sum equivalent to 2% of the value of the contract i.e. Rs…....., in terms of an undertaking provided by the tenderer for relaxation of eligibility

conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) in the format prescribed in Appendix-IV which shall be enforceable till six months after the expiry of the contract period.

e) In case of failure of the tenderer to deposit the Bank Guarantee as stipulated in Clause - IX within 7 working days of acceptance of his tender, further extension of 7 working days can be given subject to levy of penalty @1% of the whole amount of the security Deposit.

f) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Annexure and the Corporation will not be liable for payment of any interest on the Security Deposit.

g) In the event of the **Tenderer's** failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date including extension period his Contract shall be summarily terminated and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights

and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of **five years**. After the completion of prescribed period of **five years**, the party may be allowed to participate in the future tenders of OSCSC provided all the recoveries/ dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

h) The Security Deposit will be refunded to the Contractors on due satisfactory performance of the services, and on completion of all obligations by the Contractor under the terms of the Contract, and on submission of a "No demand certificate , subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against theContractor. The Corporation will not be liable for payment of any interest on the Security Deposit.

i) Whenever the Security Deposit falls short of the specified amount, the Contractors shall make good the deficit so that the total amount of Security Deposit shall not at any time be less than specified amount.

j) In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit his Contract shall be summarily terminated and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the party may be allowed to participate in the future tenders of OSCSC provided all the recoveries/dues have been effected by the Corporation and there is no dispute pending with the contractor/ party.

X. Liability of Contractor for losses suffered by Corporation

a) The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and un workmanlike performance of any services under this Contract, or breach of any terms of theContract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property or plant belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the District Manager regarding such failure of the Contractorand their liability for the losses,

etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.

b) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bagsof paddy and take reasonable precautions to avoid wetting/damage/loss to paddy duringthe transport. In the event of deficiency in service by contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @ Rs. 200/- per truck will be imposed by the concerned District Manager/Area Manager without prejudice to any other right or remedies under the contract and law.

c) Without prejudice to the rights of the Corporation under Sub-clause (a) of this Clause, it is a further condition of the Contract that in respect of any shortage, wastage, loss or damages to the goods in transit, the Contractor is liable to pay to the Corporation LiquidatedDamages at twice the cost of paddy i.e. MSP for the relevant KMS declared by Govt. ofIndia. The parties to the Contract have agreed that the amount of Liquidated Damages specified above represents a genuine estimate of the loss likely to be caused to the Corporation by the shortage, wastage, loss or damage to the goods in transit. Such recovery of Liquidated Damages shall be effected without prejudice to the right of OSCSC to initiate civil/criminal proceedings against the defaulting Contractors wherever it is suspected thatthe shortage/losses occurred due to deliberate/willful omission, theft, misappropriation, irregularities etc. committed by the Contractors or their representatives/employees.

XI. Summary termination of the Contract

a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the DLTC, under intimation to Corporation HO shall be at Liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and law and to get the work done for the unexpired period of the contract at **the risk and cost of the contractors** and to claim from the contractors any resultant loss sustained or cost incurred.

b) The DLTC, under intimation to Corporation shall also have without prejudice to other rights and remedies, the right, in the event of breach of the contract of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the

contractors and/ or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation due to the contractor s negligence or un-workman like performance of any of the services under the contract.

c) The contractors shall be responsible to supply adequate and sufficient labour/trucks and anyother transport vehicles for loading/unloading transport and carrying out any other services under the contract in accordance with the instructions issued by the District Manager or an officer acting on his behalf. If the contractors fail to supply the requisite number of trucks the DLTC, under intimation to Corporation, shall at his entire discretion, without terminating the contract be at liberty to engage other trucks **at the risk and cost** of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, costs or losses that the Corporation may incur or suffer hereby. The contractors shall not,however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the District Manager shall be final and binding on the contractors.

XII. Recovery of losses suffered by the Corporation

a) The Corporation shall be at liberty to reimburse themselves for any damages, losses, charges, costs or expenses suffered or incurred by them, or any amount payable by the Contractor as Liquidated Damages as provided in Clauses X above. The total sum claimed shall be deducted from any sum then due, or which at any time thereafter may become due, to the Contractors under this, or any other, Contract with the Corporation. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractors as aforesaid shall be deducted from the Security Deposit, furnished by the contractor Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the Contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

b) In the event of termination of this Contract, or in the event of any breach of any of the terms and conditions of this Contract by the contractor, the DLTC shall have the rights to forfeit the entire or part of the amount of Security Deposit of the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation.

XIII. Responsibilities of the Contractor

a) The Transport Contractor is required to keep continuous & close liaison with the Secretary PACS, custom millers, District Manager and other officials of OSCSC in respect of procurement of paddy by PACS/WSHG/PP, weekly dates of opening of PPC, expectedquantities of paddy to arrive at PPC and deploy adequate number of transport vehicles in time at each PPC for transportation of paddy. It must be ensured by the transport contractor that paddy is lifted and transported from the PPC to mills on the same day of procurement. The loading of paddy at Paddy Purchase Centre to the vehicles will be doneby agencies.

b) The Contractor shall provide a list of vehicles to be deployed in a month for the purpose of transportation under the contract by 2nd of every month.

c) The Contractor shall engage adequate number of transport vehicles as and when required for transportation of paddy in accordance with the instructions issued by the District Manager or an officer acting on his behalf.

d) The Contractor shall be responsible to engage adequate number of transport vehicles for carrying out any other services under the Contract in accordance with the instructions issued by the District Manager or an officer acting on his behalf

e) The Contractor shall transport such number of bags of paddy as may be entrusted by the District Manager or an Officer acting on his behalf.

f) The Contractor shall obtain daily from the District Manager or any officer acting on his behalf Secretary PACS/WSHG the programme of loading for the next date/day and shall provide adequate number of lorries/trucks in good condition in accordance with the programme and shall ensure that the lorries, trucks etc. are positioned at the different loading points as indicated by the District Manager or any officer acting on his behalf, daily at the time specified, so that schedule of delivery will not be affected.

g) In special cases the Contractor may also be required at short notice to arrange to transport bags of paddy, sugar etc. and shall bound to comply with such requests.

h) The quantity mentioned in any programme given by the District Manager or any other officer acting on his behalf may be altered and the Contractor shall be bound to supply lorries/trucks required for the quantity shown in the programme. He shall not be entitled to any compensation whatsoever for not entrusting him with the quantity of work specified in any programme issued to him.

i) The Contractor shall be responsible for the safety of the goods from the time they areloaded on their truck from mandis until they have been unloaded from the

trucks at destinations as specified in the Contract or as directed by the District Manager or any other officer acting on his behalf. The contractor shall provide tarpaulins **on decks of the truck** so as to avoid loss of paddy through the holes/crevices in the decks of the truck and shallbe liable to make good the value of any loss, shortage or damage during transit. The weight of the bags of paddy loaded/unloaded into/from trucks shall be worked out on the basis of cent percent weighment. The contractor or representative of the Contractor shall be presentat the time of checking of the weights at the loading/unloading points. The District Manager of the Corporation will be the sole Authority for determining the quantum of the loss.

j) The Contractor shall be liable to obtain Transit Insurance Cover from a General Insurance Company in favour of the Corporation against loss or damage to the paddy entrusted to himfor transportation.

k) The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the Rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.

l) The Contractor shall be liable for any loss/damage caused by any delay in the delivery of goods to the Corporation/Custom miller due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.

m) The Contractor shall not allow any other goods to be loaded in the lorries/trucks in whichthe paddy of the Corporation are loaded.

n) The Contractor shall periodically inform in writing the registration numbers and descriptionof the vehicles used for the transport of the goods of the Corporation so as to facilitate checking of the vehicles by the officers/ officials of the Corporation.

o) The Contractor shall give an undertaking agreeing to abide by the Section 11 of the Carriage by Road Act, 2007 and shall undertake to compensate the loss as per the provisions of MTF. Further, Contractor shall also submit necessary documents of registrationetc. to the Corporation.

p) In accordance with the Govt. of India, Ministry of Road Transport & Highways programme for electronic toll collection from vehicles plying over National Highways,

the Contractor shall ensure that the toll is paid electronically through pre-paid Tag affixed on the wind screen of the Vehicles deployed for Corporation duty which would enable seamless travel through dedicated lanes installed with Tag readers and facilitate adoption of cashless system and produce proof of same as and when demanded by the Corporation.

q) As the Contractor is responsible for safety of Paddy movement of which is entrusted to him while in his custody he must take all possible measures like noting down of Engine number, Chassis Number, Driving License No., and the Photograph of the Driver of the Truck engaged by him before the dispatch of the stock from the godowns in order to avoid any missing of trucks with stocks, hijacking, etc. In the event of missing of truck, it is the responsibility of the Contractor to file an FIR with respective P.S. for investigation and inform the District Manager and the Head Office within 24/ 48 hours. It is the responsibility of the contractor to make good the loss to the Corporation. This loss shall be recoverable from the contractor at the double the MSP of the stocks lost in the missing truck. The contractor shall be liable to pay interest against the value of stocks from the date of missing of the Truck till the loss is made good to the Corporation.

r) Huge quantities of Paddy to be transported during the Contract period, the tenderers should have both physical infrastructures in terms of vehicles, maintenance, assured supply of POL, Lubricants etc., to keep up the tempo of transportation as well as financial resources to be able to do so on his own without seeking any mobilization advance from the Corporation for this purpose.

XIV. Set–off

a) Any sum of money due and payable to the Contractor (including Security Deposit refundable to the Contractor) under this Contract may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of any sum of money arising out of, or under this contract or any other Contract made by the Contractor with the Corporation.

b) OSCSC reserves the right to claim from the tenderer/Bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the service provider.

XV. Book Examination

The Contractor shall, whenever required, produce or cause to be produced for examination by the District Manager or any other officer authorized by him in this behalf, any cost or other accounts books, account vouchers, receipts, letters,

memoranda or writing, or any copy of, or extract from, any such document, and also furnish information and returns, verified in such manner as may be required, relating to the execution of this Contract. The decision of the District Manager on the question of relevancy of any document, information or return shall be final and binding on the Contractor. The Contractor shall produce the required documents, information and returns at such time and place as may be directed by the District Manager.

XVI. Volume of work

a) Subject as hereinafter mentioned, the Corporation does not guarantee any definite volume of work or any particular pattern of service, at any time, or throughout the period of the Contract. The mere mention of any item of work in this Contract does not by itself confer a right and/ or confirm any right to the Contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.

b) The Corporation have the exclusive right to appoint more than one Contractor and to divide the work between such Contractors in any manner that the Corporation may decide for smooth procurement and movement of paddy and no claim shall lie against the Corporation by reason of such division of work. In case of emergency corporation can take extra ordinary steps to lift and transport paddy from PPC for smooth procurement operations.

c) If the Contractor is required to perform any service in addition to those specifically provided for in the Contract and the annexed schedule of Contractor's remuneration, the same willbe paid at the rates as fixed by mutual agreement.

d) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the Contract, or is or is not auxiliary or incidental to any of such services, shall be decided by the District Manager whose decision shall be final and binding on the Contractor.

e) The Contractor will have the right to represent in writing to the District Manager that a particular service which they are being called upon to perform is not covered by any of the services specifically provided for in the Contract, or, as the case may be, is not auxiliary or incidental to such services, provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the Contractor's right in thisregard will be deemed to have been waived.

XVII. PAYMENT

The tenderer has to quote ASOR / BSOR on the schedule of Rates already fixed in consideration to the location of PPC and unloading points as well as the prevailing conditions in the districts such as road condition, toll gates, prevailing trends of inflation in fuel rates etc.

The following are the rates quoted in percentage on SOR by the contractor for Paddytransportation and approved by the State Level Committee.

Distance Slabs	**Schedule of Rates (SOR) (in Rs. Ps.) (FIXED)**	**% ASOR (% increase onSOR) (+) % BSOR (% decrease on SOR) (-)**	**Final rates aftereffecting the percentage quoted on SOR**
Upto 8 Kms			
Above 8 KMs to 20 KMs			
Above 20 KMs to 40 KMS			
Above 40 KMs to 80 KMs			
Above 80 KMs			

Example: If the bidder wants to quote rate at par with SOR, he has to write zero percentage(0%) and to quote 10% excess on SOR i.e. ASOR (Above Schedule of Rate) they have to write (+)10% and to quote 10% less than SOR i.e. BSOR (Below Schedule of Rate) they have to write (-) 10%.

If the contractor transported a quantity of 25 MTs to destination point with a distance of 41 KMs with 10% percentage increase on SOR rates, the transport charges to be paid are illustratedbelow:

Sl. No.	Slab	Distance Slabs	Schedule of Rates (in Rs. Ps) Per Mt perKM	Rate with 10%inc. on SOR in Rs.	Calculation of ratewith distance in Rs.	Slab wise rates for payme ntin Rs.
1	Slab-I	0-8 KMS (Flat Rate)	184.70	203.17	203.17 (flat rate)	203.17
2	Slab-II	Above 8 KMS upto 20 KMS	5.20	5.72	5.72 x 12 Kms	68.64

3	Slab-III	Above 20 KMs upto 40 KMs	5.20	5.72	5.72 x 20 Kms	114.40
4	Slab-IV	Above 40 KMs upto 80 KMs	4.30	4.73	4.73 x 1 Kms	4.73
5	Slab-V	Above 80 KMs	4.30	4.73	4.73 x 0 Kms	Rs.0
		Total:	Rate per MT for 41 Kms with 10% incl. on SOR			390.94
			Total amount payable = 390.94 x 25 Mts			**9773.50**

a) The Payment will be made by the concerned District Manager of the Corporation on submission of bills, in triplicate, duly supported by consignee receipts on monthly basis.

b) The contractor should submit all the bills not later than 2 months from the date of expiry of the Contract so that the refund of the Security Deposit may be speeded up. In order to facilitate disposal of bills the Contractor is advised to submit bills monthly.

c) The tenderer/bidder, registered under GST shall ensure that the invoice to be raised with OSCSC is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by OSCSC.

d) OSCSC reserves the right to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN system.

e) This shall be ensured by the tenderer/bidder, registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST Returns of thesaid month.

XVIII. RATES

i) All rates will be treated as firm for the period of the contract. No escalation whatsoever shall either be claimed or considered except as provided.

ii) The rates for transportation of paddy etc. are on the basis of net weigh of paddy.

iii) No separate remuneration will be payable for the distance covered by the loaded lorries forthe return journey, or from garage to place of loading, or back to garage.

iv) For the purpose of calculation of transportation charges, the distance shall in all cases be rounded off to the nearest Kilometer.

v) Transportation charges shall be paid on the shortest distance. The distance will be reckoned as fixed by the Collector of the district or by an officer acting on his behalf and rounded off to the nearest Kilo Meter, which will be final and binding on the contractor.

vi) No compensation shall be admissible to the Contractor in respect of detention of trucks at the godown or any other loading/unloading points or any other place unless such detention is of an extraordinary kind. The decision of the District Manager in all such matters shall be final.

XIX. Maintenance and Furnishing of Information:

(i) The Contractor shall furnish to the District Manager daily details of movement of paddy entrusted by Government from time to time, from the godowns to destinations Lorry wise quantity transported on daily basis without fail.

(ii) The Contractor shall not only maintain complete accounts but also furnish returns prescribed as and when requested by the District Manager/ Corporation in the proforma prescribed.

(iii) The Contractor shall produce his Books of Accounts and records for inspection and scrutiny by the District Manager or any officer of the Corporation.

XX Force Majeure.

The contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the District Manager shall be the final authority to decide. Strikes by contractor's workers on account of any dispute between the contractors and their workers as to wages or otherwise will not be deemed to be a reason beyond the contractors control and the contractors shall be responsible for any loss or damage which the Corporation may suffer on this account. Loss due to fire or theft during transit cannot be terms as force majeure event.

XXI. Law Governing the Contract & Dispute resolution:

a) The Contract will be governed by the Laws of India for the time being in force.

b) In case of any disputes arising out of and touching upon the contract, the same will be first referred to the Dispute/Grievance Redressal Committee to be constituted and functioning at the Head Office of the Corporation, with a view to settle the disputes. The matter/ dispute shall be referred by the affrieved party within 30 days from the date of dispute. If any disputes remain thereafter, the same will be settled in the Court of Law having competent jurisdiction in Odisha only.

Annexure-A

Instruction for Online Bid Submission

I. The Applicant intending to participate in the bid is required to register in the Portal i.e. **www.gem.gov.in** furnishing required information about them. Information on the process of submission of proposals, opening and evaluation details are at **Annexure-B**

II. Tender Fees (Non-refundable)

The bidder must deposit Rs. 1000/- (Rupees one thousands inclusive of GST @18%) towards Tender Document Fee and EMD of Rs._____(Rupees _____Only) at the time of submission of application through online system only through a process asper works Department office Memorandum vide Letter No.17254 dated 05.12.2017 failing which the bid shall be rejected.

III. In the case of any failure, malfunction, or breakdown of the electronic system used during the e- procurement process, the tender inviting officer shall not accept any responsibility forfailures or breakdowns other than in those systems strictly within their own control.

IV. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

V. For submission of Bids through the e-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per Tender.

VI. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the e-Procurement portal.

VII. The Officer inviting the bid will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder has to thoroughly follow the general terms

and conditions of GeM portal provided at Annexure B.

VIII. Any addendum issued shall be part of the bidding documents and shall be notified in the websites.

IX. The Officer inviting the bid shall provide entire tender document along with forms and formats in the portal. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates in designated Cell and uploads the same in designated locations of Financial Bid as per guideline at Annexure-B.

X. Format and Signing of Proposal:

A. The prospective bidder can download the tender from the website any time after date and time of issue of TENDER and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the due date and time of submission The Applicant shall submit copy of the proposal including required documents and Price Bid in the e-Procurement portal i.e. www.gem.gov.in within due date of submission. In the Financial bid, the bidder cannot leave any figure blank. The Bidders are advised to up-load the completed Bid document well ahead ofthe last date & time of receipt to avoid any last moment problem of power/link failures etc.

B. The Applicant shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including declaration form, formats and price bid etc., and store in the system. The applicant shall also ensure payment of Bid processing fee and EMD before submission of proposal completed in all respect.

C. The Applicant shall log in to the portal and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.

D. The bids once submitted cannot be retrieved or corrected. Bids cannot be re-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Applicant should click on submit button.

E. In the e-Procurement process each processes are time stamped. The system

can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

F. The Bidder should ensure clarity of the document uploaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the proposal, if so desires can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Applicant fails to submit the original documents within the stipulated date, his bid security shall be forfeited.

G. Signing of Bid: The Applicant shall sign on all statements, documents and certificates uploaded by him, owing responsibility for their correctness/authenticity as per ITAct 2000. If any of the information furnished by the Applicant is found to be false/fabricated/bogus his EMD/ Bid security shall stand forfeited and the bidder is liable to be blacklisted.

XI Submission of Proposal:

A. **Deadline for Submission of Proposal:**

The online submission will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date and time of bid submission shall remain **unaltered** even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

B. **Late Bids:**

The system shall reject submission of any bid through portal after closure of the receipt time. For all-purpose the server time displayed in the e-procurement portal shall be the timeto be followed by the bidder and concerned officers.

C. **Modification and Withdrawal of Bids:**

In the e-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system andresubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of Internet or traffic jam or power failure. If the bidder fails to

submit his modified bids within the designated timeof receipt, the bid already in the system shall be taken for evaluation.

XII Opening and Evaluation of Proposal:

A. The Tender Inviting Officer shall open the bids on specified date and time. Bid opening date and time as specified in the Notice Inviting Proposal can be extended issuing a corrigendumto this effect in the portal, if necessary.

B. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal away from opening place. Applicants are not required to be present during the bid opening to witness the process.

C. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

D. The Opening Officers will first check the scanned demand draft towards Processing Fee and the scanned document of Bid Security with that of the original submitted. If found in order, then only further evaluation shall be carried out, else the proposal shall be declared invalid and be liable for rejected.

E. The bids accompanied with application fees will be taken up for further evaluation with respect to eligibility, experience and financial strength based on document submitted.

F. The Proposal Inviting Officer may be asked in writing to the Applicant for clarification with respect to any document submitted along with the proposal or any other matter during the course of technical evaluation, if necessary.

G. The Applicant will respond in not more than 3 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

H. The Technical evaluation of all the bids will be taken up as per the information furnished by the Applicant. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have mislead the evaluation through wrong information, action) shall be taken against the bidder/applicant.

I. After technical evaluation of the Proposal and selection of the technically qualified Applicants, the financial bids of the technically qualified bidders only shall be opened(online) on the due date and time of opening.

(*) (Strike out whatever is not applicable)

General Terms and Conditions on GeM 4.0 (Version 1.11)
dt 21st June 2023

1. Introduction

This document is an electronic record published by GeM under the provisions of the Information Technology Act, 2000 and the rules made there under (as applicable) and shall act as valid agreement between Seller / Service Provider and Buyer. Further the use of GeM Portal for Sale / Purchase of Goods / Services and the **resulting Contracts shall be governed by the following General Terms and Conditions (GTC) (unless otherwise superseded by Product / Service specific Special Terms and Conditions (STC), Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement) and BID/Reverse Auction Specific Additional Terms and Conditions (ATC) as applicable).**

Government e-Marketplace (GeM) is the National Public Procurement Portal; an end- to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. The portal is owned and managed by GeM SPV which is a Section 8 (Non- Profit) Company registered under the Companies Act, 2013. GeM SPV operates, monitors and supervises all the business transactions on the portal through the Managed Service Provider as per defined roles and responsibilities.

2. General Terms and Definitions:

a. **"APPLICABLE LAWS"** shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy or other governmental restriction as may be in effect.

b. **"GOODS"** shall mean an Article / product or an intangible product like software, technology transfer, licenses, patents or other intellectual properties being offered for sale on the GeM portal by Seller(s) on GeM. The term 'Goods' shall also include works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and guarantee / warrantee obligations as defined in the scope of supply given in the contract.

Note: If nothing contrary is specified in the contract and in the detailed specification of products given in contract, the scope of contract shall be supply of Goods on free delivery to consignee basis.

c. **"SERVICES"** shall mean the services offered or provided by the Seller such as IT Professional Services, Manpower Services, Security Services, Transport Services, etc. listed as Services on GeM. The term 'Service' shall also include supply of goods / articles which are incidental or consequential to the provisioning of such Services as defined in the scope of supply given in the contract

d. **"SERVICE LEVEL AGREEMENT (SLA)"** shall mean the Contractual Commitment that prevails between the Buyer and the Service Provider with regard to type of service to be provided, deliverables, desired performance level, reliability and responsiveness, monitoring process and service level reporting, response and issue resolution time-frame, repercussions / penalties / remedies for service provider not meeting its commitment. The SLA of a particular contract may carry the matrix regarding the delivery of the goods and/or services and the corresponding penalties or remedies and liquidated damages as applicable.

e. **"CATEGORY SPECIFICATION"** shall mean the framework of technical features, functional capabilities, technical properties, certifications of the items etc. in a particular category. The Specifications shall identify the key parameters defining the products with all necessary validations related to configuration, type of data, restrictions, range / allowed values, allowed units etc. Sellers as well as Buyers while offering / buying the Goods / services shall have to comply with the validation rules / restrictions provided for in the Category Specification. Buyers / Sellers can not add parameters and / or drop down values not provided for in category Specification. If any Buyer / Seller desire to add new parameter, value, validation etc. against any category specification, they have to raise request for the same to GeM for incorporation in Category Specification.

f. **"BUYER"** is the Contract placing authority, which includes Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs) and Autonomous Bodies acting through its authorized officer(s) for and on behalf of President of India/Governor of the State/PSU/Autonomous Bodies, as the case may be, for purchase of Goods/Services offered by Sellers on GeM.

g. **"SELLER / SERVICE PROVIDER"** on GeM shall mean any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies etc., registered on GeM to sell its Good(s) / Service(s) to the Buyers registered on GeM.

The "Seller on GeM" will be either OEM (Original Equipment Manufacturer*) or Seller having authorization to sell products manufactured by the OEM in open market or Licensed manufacturer under Drugs & Cosmetics Act, 1940.

* OEM is the owner of the Brand / Trademark of the product being offered or in case of un-registered brand's products / products with own brand, the actual manufacturer of the final product. To be recognized as an OEM on GeM, seller has to get Vendor Assessment Report from designated agency (unless exempted as per GeM VA policy) as per due process of vendor assessment notified on GeM portal (which would include production of documentary evidences and demonstration of manufacturing facilities and / or capabilities as required).

In case of Services related to Goods, Service Provider on GeM will be either OEM or Service Provider having authorization to Service products manufactured by that OEM in open market. In respect of other Services, Service Provider on GeM will be any legal entity offering its services.

By registering on GeM portal , Seller / Service Provider hereby agrees to be bound by these General Terms and Conditions for Sale / Purchase of Goods and / or Services (GTC); Product / Service Specific Special Terms and Conditions (STC) and Service Level Agreements (SLAs) for various Services; and Additional (Bid Specific) Terms and Conditions (ATC) as applicable. For the purpose of this document and transactions on GeM, Seller as well as Service Provider will be referred to as "Seller"

h. **"USER ID and PASSWORD"** All users including Buyers and Sellers (primary as well as secondary) will get User ID and Password created on GeM following due registration process defined on GeM. It is the responsibility of the user to keep their User ID and Password secure and confidential. Individual user shall be solely and completely responsible for all transactions taking place on GeM portal using his / her User Id and Password and GeM shall not be responsible in any manner.

i. **"LICENSE"** shall mean by registering the Seller and by offering Product / Service details on GeM and by participating in Bids floated on GeM, the Seller grants GeM a non-exclusive, royalty-free, irrevocable, perpetual and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, distribute, and/or display publicly the content / materials / documents which has been submitted to GeM and / or GeM Buyer(s) during registration / bid participation excluding Aadhaar Number. In case of registration of Primary user and creation of secondary user(s) by the Buyer/Seller, their Aadhaar (UID)

details collected by GeM are solely for user verification and to apply e-signing on the documents. The e-sign is at par with digital signatures as per Information Technology Act Amendment 2008 and it works based on details available in Aadhaar database of UIDAI and there is no interference / intrusion in their personal details.

j. **"CONTRACT"** shall mean the purchase order created / issued by the Buyer on GeM for supply of Goods / Services in electronic form which includes scope of supply, delivery instructions and specifications etc. as ordered by Buyer against such Contract besides the subject GTC, STC/ATC as the case may be.

k. **"BID SECURITY"** (also known as Earnest Money Deposit) shall mean Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee **(including e-Bank Guarantee)** from any of the Commercial Banks or payment online in an acceptable form as defined in the bid document, safeguarding the purchaser's interest in all respects.

l. **"PERFORMANCE SECURITY"** shall mean Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee **(including e-Bank Guarantee)** from a Commercial Bank or online payment in an acceptable form as defined in the bid document safeguarding the purchaser's interest in all respects.

3. Role, Responsibilities and Obligations of Seller/ Buyer:

A. Role and Responsibilities of Sellers on GeM are as under:

i. Only Director (s) / Partner (s) / Proprietor (as applicable) are authorized to become Primary User and register any legal entity on GeM as Seller.

ii. Once Seller/Service Provider is registered and account is created on GeM, the Primary user of the Seller/Service Provider can create Secondary User Accounts within Seller/Service Provider Organization with different Roles and Responsibilities. However, the Primary User creating Secondary User accounts shall continue to be fully responsible and accountable for all actions / transactions done by Secondary Users on GeM Portal.

iii. Since GeM is a trust based Portal, the complete accuracy and integrity of data submitted in respect of the Seller and also in respect of the Goods / Services offered on GeM will be the sole responsibility of the Seller/Service Provider. Seller will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.

iv. The Primary / Secondary Users of Sellers, offering Goods/Services and/or participating in e-Bidding / Reverse Auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s) in GeM for and on behalf of the Seller, failing which such Seller as well as the individual(s) shall be vicariously liable for its actions and also for any liability arising out of such actions.

v. Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM.

vi. The Seller should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.

vii. The seller would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and / or GeM.

viii. GeM would not allow creation of any fresh data related to Seller identity on GeM portal. All details provided by the Seller at the time of registration would be counter checked / verified through other data bases of Government such as PAN, MCA 21, Udyam Registration, etc. For Financial details, PAN / Income tax Database shall beprimary validating database and will override any conflicting data in any other database. If the data / details entered by the seller while registering on GeM is notverified with validating databases, registration will not be allowed. Further, in case of any conflict in details after registration, Seller's registration would be automatically suspended. It is the Seller's responsibility to keep all their information on GeM updated with the latest change(s). Non-updating of details on GeM within 7 days of such occurrence would make Seller liable for administrative actions.

ix. Eligibility of Sellers in terms of Turn Over / Past Performance / Profitability etc. and also their eligibility for availing various benefits / advantages in terms of various Govt. Policies / Guidelines / Acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income Tax / PAN Data Base, MCA 21, Udyam

Registration, GSTN, Certifying Agencies such as BIS, BEE etc. In case of any discrepancy in data available in these databases, Seller has to get the same updated in the corresponding validating database before updating the same on GeM. Till such time only the existing validated information shall be used to decide seller's eligibility on GeM. Any default in sellers updating their data on partner sites / validating databases and any fall out of the same impacting adversely any transaction on GeM, shall entirely and exclusively be Seller's responsibility. GeMshall not be responsible for any consequential impact on any GeM transaction due to data discrepancy and / or suspension of seller account due to data discrepancy.Seller will be solely responsible for the same.

x. The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.

xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price lower than Offer Price on GeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.

xii. By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.

xiii. Sellers shall ensure uploading of their product / service in the correct category in all respects. Any offering of wrong and misleading product(s) or service(s) in any of the category will be removed by GeM from the portal when noticed without making any reference to the seller(s). The seller(s) will also be liable for any other

Administrative action as deemed fit by GeM for uploading wrong product(s) or service(s) in any category.

If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Seller, such contract shall be treated as null and void.

No claim whatsoever against such contract shall be admissible and entertained.

xiv. The Seller(s) shall pass on all the benefits associated with any scheme / offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit.

By registering on GeM and by participating in any bid on GeM, Seller undertakes that presently it is not "Debarred from Bidding" on the grounds mentioned in Rule 151 of GFR 2017.

xv. In case of drug manufacturer licensed under Drugs & Cosmetics Act 1940, drug manufacturers have to submit a notarized undertaking that the license for the product submitted by them has been issued under Drugs & Cosmetics Act, 1940and is authentic and that the data of the same has been uploaded by the manufacturer on the SUGAM Portal under rule 84AB of Drugs Rules, 1945.

Only such manufacturers who have given the said undertaking as above will be considered as authentic for registration on GeM.

The said undertaking / affidavit to be submitted by the Drug Manufacturer, in prescribed form, would enable / empower Buyer / Ministry / Central Drugs Standard Control Organization (CDSCO) to initiate criminal proceedings in caseof false declarations.

xvi. By offering their product and fulfilling the basic need of regular updating of the stock on GeM as stipulated on the portal, the Seller agrees for the acceptance of the order placed through the Direct purchase and L1 purchase without any need for any acceptance or confirmation. The seller commits to hold the price and offer as valid till the date seller itself removes the product offer from GeM or changes the price in compliance with online price change guidelines / rule

engines applicable in that category. The action as deemed fit may be initiated for the declining of the such orders as incident policy of the GeM.

8. **Role and Responsibilities of Buyer on GeM:**

Buyer Registration on GeM is divided in two categories:

a. **Primary User:** In GeM, the Primary User is as under:

i. Any officer of Central / State Government / PSU / Autonomous Bodies / Local Bodies / Constitutional Bodies / Statuary Bodies at the level of Deputy Secretary of the Government of India or equivalent

ii. Head of the Office at Sub Centre / Unit / Branch, can Register his / her organization / unit on GeM portal as Primary User.

Primary User shall be responsible for registering the organization on GeM, for creating User accounts for Secondary Users, assigning them roles and responsibilities on GeM and for supervision of all transactions performed by Secondary Users under him / her.

Primary User shall also be vicariously responsible for ensuring compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other Procurement Policies / Guidelines notified by the government from time to time, by all the secondary users including timely payments and for dispute resolutions as per GeM terms and conditions.

Primary user cannot perform any Procurement related transactions on GeM portal.

b. **Secondary Users:** Secondary Users are officials responsible for procurement transactions on GeM including Placement of Contracts, Receipt of Stores, and Payments to the Sellers etc. The access rights permissible to registered Secondary users would be decided by the Primary User of the Department. Secondary Users may be given the roles of Buyer / Consignee / Drawing and Disbursement Office (DDO) / Paying Authority / Indentor / Technical Evaluator, etc. For transaction on GeM portal, Buyer is the official who is responsible for processing procurement transaction up to Order Placement stage. Consignee is the Secondary User in Buyer Organization responsible for certifying receipt andacceptance of the goods procured.

Buyer's responsibilities on GeM portal are as under:

i. The Buyers are responsible to ensure that the procurement done by them are in compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other procurement Policies / Guidelines notified by the government from time to time, including timely payments as per GeM terms and conditions.

ii. The Buyers (in all capacities i.e. as Buyer, Consignee, DDO, Paying Authority etc.) are responsible to ensure that the procurement done by them are in compliance with GeM Terms and Conditions / Guidelines and all contract related transactions are completed within time lines prescribed in GeM Contract.

iii. The Buyers must ensure that they have the requisite authorization to enter into contract with Seller(s) on GeM for and on behalf of the organization, failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.

iv. While making procurement on GeM, the Buyers shall judiciously search and shortlist items using filters such as quantity, technical parameters, delivery period, warranty period, consignee location(s), Seller's eligibility etc. as per their approved requirements. Placement of contract for a product / service uploaded by the Seller in any wrong/inappropriate product category is strictly prohibited and such contracts shall be treated as null and void and such Buying shall adversely affect Buyer Rating on GeM.

v. The Buyers shall satisfy themselves that the price of the selected offer is reasonable. Buyer is at liberty to utilize all the data / information and Business Analytics made available in GeM including e-bidding and reverse auction.

vi. The Buyers, before placing the order on GeM, should have the required mandatory approval with prior sanction and approval of the competent authorities and shall be in compliance with and as per procedures outlined in GFR and other procurement guidelines issued by the Government from time to time.

vii. On award of the Contract(s), it would be construed that the Buyer has obtained all necessary Administrative & Financial sanctions of the competent authority and adequate funds are available indicating the relevant Head of accounts in the awarded Contract(s).

viii. The Buyers should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM.

ix. Buyers are not allowed to place any order at GeM prices outside GeM. The prices on GeM are only applicable if the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Further, Buyers are not allowed to place any off-line contract to the Seller directly based on the outcome of e-Bidding / RA conducted on GeM. All such contracts shall be treated as null and void and GeM reserves the right to delete all data related to such transactions from GeM database besides taking suitable actions against such Buyers including suspension from GeM and / or reduction of Buyer rating etc.

4. Enabling provisions of Rule 149 of General Financial Rules- 2017

Enabling provisions of Rule 149 of General Financial Rules- 2017 as amended vide Ministry of Finance OM dated 02.04.2019 regarding procurement through GeM and necessary guidelines and terms and conditions thereon:

GeM portal may be utilized by the Government buyers for on-line purchases as under:-

i. Up to INR 25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.

ii. Above INR 25,000/- and up to INR 5,00,000/- through the GeM Seller having lowest price amongst the available sellers (excluding Automobiles where there is no ceiling limit), of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. The tools for online bidding and online reverse auction available on GeM can be used by the Buyer if decided by the competent authority.

iii. Above INR 5,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM (excluding Automobiles where there is no ceiling limit).

iv. The Government Buyers may ascertain the reasonableness of prices before placement of order using the Business Analytics (BA) tools

available on GeM including the Last Purchase Price on GeM, Department's own Last Purchase Price etc.

v. GFR rule 149 allows direct on-line purchases on GeM up to INR 25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period. However, this is subject to procuring authorities certifying the reasonability of rates. While making such direct on-line purchase below INR 25,000/-, the buyer should have approval of competent authority and should also record reasons for selecting the specific product in case lowest priced products are not being accepted / ordered.

vi. Tools have been deployed on GeM portal to show the price of compared products on other e-commerce sites (wherever available) and also the rates at which orders have been placed on GeM for such items in recent past. While taking decision on reasonableness of price, the buyers may also take into account the discount over MRP; Last Purchase Price (LPP) on GeM, Department's own Last Purchase Price; rates on other e-commerce websites etc. The prices on e-commerce site give a broad idea and its terms and conditions may be different. If it is found that the price available on GeM marketplace is not reasonable or is substantially higher than e- commerce sites or LPP, the GeM Portal provides tools for online bidding or reverse auction which can be used by the Buyers to get better competitive rates and then satisfy themselves about reasonableness of the price as per GFR -2017 before placement of contract. Bidding should be considered as the preferred mode of procurement above INR 25,000/-.

vii. In case of Direct Purchase, during carting period, rates for carted quantity, for that buyer, are frozen for carting period as notified from time to time on GeM against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.

viii. According to the provisions of Rule 149 (ii) of GFR, 2017, GeM shall be utilized by Government buyers for direct on-line purchases above INR 25,000/- and up to INR 5,00,000/- however such purchase has to be through the Seller having the lowest price (L-1) amongst the available Sellers on the GeM. In order to ensure that buyers select only L-1 available offer, the GeM portal enables buyer to first compare all the product options available on GeM to ensure that it meets its requirements/specifications. While comparing, care should be taken by the Buyer thatcomparison has to be done between products of at least

three different Manufacturers / OEMs. For L-1 buying, comparison has to be made between products of at least three different OEMs, as per GFR. If Buyer wants to buy any specific OEM's product then he has to go for Proprietary Article Certificate (PAC) buying after obtaining necessary approvals of competent authorities for PAC buying as per GFR-2017, asamended from time to time or the Procurement Guidelines of the respective Organisation as the case may be.

ix. **Proprietary Article Certificate (PAC) Buying:** While making procurement under PAC Buying on GeM, it is the responsibility of the Buyer to ensure that compliances with the conditions / rules as laid down under GFR, 2017, as amended from time to time or the Procurement Guidelines of the respective Organisation, as the case may be, is met before initiating procurement under PAC:

(a) In case a Govt. Buyer on GeM wants to make procurement on proprietary basis on the GeM Portal after obtaining the requisite approvals / PAC certificate from their competent authority as per Rule 166 of GFR-2017 or the Procurement Guidelines of the respective Organisation, as the case may be, the Buyer can use PAC filter provided on GeM for selecting a specific model/ make available from a particular GeM Seller. The Buyer should ensure before procuring the goods under PAC Buying that the Proprietary Article Certificate as per the conditions laid down in GFR or the Procurement Guidelines of the respective Organisation, as the case may be, is available with the Buyer. It is the responsibility of the Buyer to ensure compliance with GFR or the Procurement Guidelines of the respective Organisation while procuring goods on proprietary basis through the GeM Portal including ensuring the certificate to be in proper format as per GFR or the Procurement Guidelines of the respective Organisation, as the casemay be.

(b) The Buyer should note that the Seller's price on the Portal is just their offer prices and the proper discovery of price generally happens through bidding/RA. Moreover, in PAC procurement irrespective of multiple listing by authorized sellers, the important issue of price control remaining with the OEM should not be overlooked. Therefore, in case of all the PAC procurements, the Buyers are advised to carry out extra due diligence in establishing the reasonableness of prices

before placement of contract as per Para (vii) of Rule -149 of GFR-2017 or the Procurement Guidelines of the respective Organisation, as the case may be.

(c) Except for direct buying up to INR 25,000/- subject to establishing the reasonableness of price, the bidding is mandatory for procurements above INR 25,000/- as per GFR. As result of bidding, the response could be as under:

i. Only OEM is available or only single authorised seller is available.

ii. OEM as well as multiple authorised Sellers are available.

iii. Multiple authorised Sellers of the OEM are available.

(d) After bidding, under PAC buying, the Buyer may take decision with the approval of the competent authority to process the procurement subject to establishing the reasonableness of prices before placement of contract as per Para (vii) of Rule - 149 of GFR-2017 or the Procurement Guidelines of the respective Organisation, as the case may be.

x. In order to give flexibility to the buyers in sourcing their requirements through GeM, provision has been made in e-bid and RA modules for indicating delivery period in terms of "number of days from date of placement of contract". While stipulating delivery period in their bid documents, Buyers are advised to be careful since un-realistic delivery period stipulations may result in elimination of some genuine sellers, lack of competition and may ultimately have impact on cost of procurement. While fixing delivery period in e-bid/ RA bid, buyers should not only take into consideration the quantity required and the essentiality of requirement of that quantity within stipulated time period but also the possible impact of shorter delivery period on competition in e-bidding / RA.

xi. Splitting of demands by creating multiple Bids / RAs of same goods / services or making repeated procurements of same Goods / Services through L-1 buying as per rule 149(i) and 149(ii) of GFR-2017 are strictly prohibited on GeM. Splitting of demand deprives the organizations from achieving the best competitive prices leveraging economies of scale. It also implies avoiding the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand. It is a violation of Para Rule 149 (viii) of GFR -2017 and terms and conditions of GeM Portal and Buyer including the Primary Buyer shall be entirely responsible for the same. If

any such splitting of demand is noticed, GeM shall have the right to take necessary action such as blocking of such Bids/RAs and / or cancelling such contracts.

xii. GeM is a dynamic online marketplace. The product/service listings across the existing categories are dynamic. Moreover, new categories of products/services are continuously being added on GeM. In situations where there is only one offer available in a product/ service category and/or there is offer from only one Seller after filter based search, the buyer should not select such offer for buying. Efforts should be made by Buyer to get their past suppliers and prospective Sellers on-boarded on GeM so as to ensure availability of sufficient Sellers on GeM. This however will not apply for PAC procurement.

xiii. e-Bidding and Reverse Auction (RA) on GeM

(a) The e-Bidding / RA module of GeM is a tool provided to the Buyer(s) for organizing bidding / RA from GeM Sellers of the particular product category for a pre-defined requirement i.e. quantity, technical parameters for Goods/ Services of the particular product category required for one ormore Buyers / Consignees.

(b) Prior to initiating e-Bidding / RA, the Buyer shall judiciously search and shortlist item among the items offered on GeM using filters such as quantity, technical parameters, warranty period, consignee location(s) etc.as per the requirement. In case the search made using actual quantity required, fails to identify sufficient offers, the Buyer may use an indicative quantity for initial search and selection of product and quantity may be amended to match the actual requirement at the time of finalizing e-Bidding / RA.

(c) The technical parameters and warranty of the item identified by the Buyer shall be base parameters of the item for conducting e- Bidding / RA for the required Goods/Services.

(d) The e-Bidding / RA document will be finalized by the Buyer(s) by stipulating requirements such as Quantity, Consignee Details, Terms of Delivery, Delivery Period, Bid Security, Performance Security, Time & Date for Start and End of Bid Submission and for Opening of Bids and required Bid Validity period etc. GeM system shall decide Start /

Reference Price and Step Value of Decrement in case of RA based on product selection and / or outcome of bidding process.

(e) The e-Bidding / RA invitation / Notice shall be published on GEM, stipulating the last date for bid submission / opening of bids giving at least clear 10 days time after the publication. Any change in last date for bid submission will be intimated to eligible bidders through e-mail / GeM. The e-Bidding invitation shall be extended to all the registered Sellers on GeM who have Goods / Services for that particular category listed on GeM, at least 2 hours prior to closing time of e-Bidding / RA. The GeM normally requires 48 hrs for approval / rejection of the product / service offered by Sellers before it is listed on the portal. Considering these time lines, the Sellers are required to offer their Goods / Services on GeM well in advance before bid closure. The decision of the Buyer / GeM regarding technical/commercial eligibility of the individual Seller to be invited for e-Bidding / RA shall be final.

(f) The Seller participating in the e-bidding / RA may offer any one of their product(s) already listed on GeM. The bid submitted under:

i) e-Bidding shall remain valid for 15 days (or as stipulated by the Buyer in the bid document) from the Bid Opening Date (till 24.00 Hrs IST).

ii) RA in Bid to RA case, where the bid offer validity is less than 30 days, will be extended to 30 days including the RA initiation date.

Bid Validity can be further extended with mutual consent between Buyer and Seller. The products offered in e-Bidding / RA cannot be withdrawn by the Sellers from GeM during the bid validity period. The Buyer reserves the right to postpone/cancel the e-bidding and intimation thereof will be sent by e-mail / GeM to the Bidders. Any amendment / corrigendum to the e-bid invitation issued by the Buyer will be made online and shall be uploaded on the GeM. The participation by the Seller in e-bidding shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and ATC. However, the Buyer shall have right to decide the technical and commercial acceptability of the individual bids based on eligibility criteria and compliances as stipulated in the bid document. The technical parameters shown in the bid are from a particular catalogue as selected by the buyer while applying initial filters in selection of the product. The sellers are free to bid for same, equivalent or superior specifications

catalogue / products. In the public interest, buyers will evaluate such bids based on their requirements / end use and bid parameters and will accordingly technically accept or reject the bids on merits.

(g) In bid documents, Buyers can incorporate suitable eligibility criteria and additional terms and conditions only using various filters and ATC module available in e-bidding / RA modules of GeM. Buyers are not allowed to incorporate eligibility criteria and / or additional / special terms and conditions exterior to the GeM portal by making reference to any other website / documents etc.

(h) In case, two or more acceptable bidders are found to have quoted identical lowest bid price, Buyer has to conduct Reverse Auction for the required Goods among all technically qualified bidders in case of bids for Goods. In case of Services bids, if the multiple L-1 bidders have quoted the lowest allowed price for that service, Buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

(i) The Buyer reserves the right to accept/reject any bid including the lowest bid received through e-bid and/or annul the e- bidding process.

(j) The participating bidders shall not disclose details of their bids or other details of their e-bids to other bidders or indulge in any anti-competitive behaviour including price manipulation in violation of Competition Act, 2002.

(k) The Buyer/GeM will not be held responsible for consequential damages such as no internet connection, no power supply, system problems, loss of electronic information, power interruption etc.

(l) Against any bidding or RA conducted on GeM, if a bidder quotes Nil Charges/consideration, the bid shall be treated as non- responsive and will not be considered.

(m) There shall be no Bid Security for Bids / RA having estimated value less than INR 5 lakh. For bids / RA having estimated value more than INR 5 Lakh, while finalizing e-Bid / RA, Buyer shall indicate the exact amount of Bid Security required to be submitted by bidders. Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.

GeM recommends quantum of Bid Security @ 1% of estimated value of procurement. The Buyer also has the option to select Bid Security between 0.5% to 5%. The same should be valid for 45 days beyond the bid validity. No interest shall be payable upon the Bid Security / EMD or any other amounts payable by the Seller to the Buyer under the Contract. Following categories of Sellers shall however, be exempted from furnishing Bid Security:

i. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.

ii. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.

iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.

iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).

v. Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s) (only applicable for bids issued on or before 31st July 2023)

vi. Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.

vii. Central / State PSUs.

viii. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant valid registration document in place of Bid Security document while bidding.

Note: No EMD to be taken from exempt category of sellers even by way of specific clauses mentioned in ATC / STC by the Buyers. Such clauses which are against the GeM GTC, will be treated as null and void.

(n) Bid Security submitted by the bidder shall be forfeited, if the bidder:

i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or

ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or

iii. Fails to furnish requisite performance security within stipulated time required as per e-bid / RA conditions.

(o) Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.

(p) Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity, whichever is earlier. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation should be returned within 15 days of declaration of result of first stage itself i.e. technical evaluation. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.

(q) In case of RA, Start / Reference Price and Step Value of Decrement shall be indicated to the Bidders at the start of the auction. Any participating bidder can bid one or multiple Step Decrement lower than the prevailing

Lowest Bid at that time.

(r) The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value and last Bid Placed by him. Whenever a lower price bid is received in the closing moment i.e. within 15 minutes of existing end time of Reverse Auction, the end time of reverse auction shall be extended automatically by another 15 minutes. All participant sellers of that RA shall be allowed to submit revised bid under the RA. The same process shall be repeated, if there is another lower bid received in the RA during last 15 minutes of RA.

(s) GeM / Buyer shall not have any liability to bidders for any interruption or delay in access to the GeM site / Reverse Auction link etc, irrespective of the cause.

(t) By creating a bid on GeM, the Buyer undertakes as under:

"I confirm that this tender document complies with the "Public Procurement (Preference to Make in India) Order, 2017, as amended from time to time" issued by DIPP and "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, as amended from time to time " issued by MoSME".

(u) Bid to RA:

While creating bid on GeM, Buyer shall have the provision to select Bid to RA option. If this option is selected by the Buyer at the time of bid creation, Sellers would be required to submit their Technical and Commercial bids before bid closure. After completion of technical evaluation by the Buyer, Reverse Auction would be conducted as per Bid to RA qualification rule selected by the buyer, which have been stated below:

1) Bid to RA with 50% elimination rule:

Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for

participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

2) Bid to RA with H-1 elimination rule:

Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will be allowed to participate in RA in following cases:

(a) If number of technically qualified bidders are only 2 or 3.

(b) If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.

(c) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.

(d) If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.

(e) If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

After the RA process, the award of contract(s) shall be made by the buyer keeping in view the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 and Public Procurement (Preference to Make-in-India) Order, 2017 as amended from time to time.

(v) In case any Seller / Service provider has been debarred in any particular Department / Organization, Buyers of that particular Department / Organization only shall have the right to disqualify such Sellers / Service providers at the time of technical evaluation of Bids during the period of debarment, subject to the condition that orders of such debarment has been taken with approval of Competent Authority of that Department / Organization and has been communicated to the concerned Seller / Service

Provider before bid opening date.

(w) GeM is an end to end on-line procurement portal and not a tender publishing portal. GeM has detailed GTC, product / service specific STC and a rich ATC library in-built in the portal which can be used to create a comprehensive bid document. Based on the available terms and conditions, there is hardly any need to add any additional conditions to be attached with any GeM bid. However, for inclusion of some clause which is considered absolutely necessary for that particular bid for reasons to be explained in detail, a provision for inclusion of additional conditions in the bid through corrigendum is available in Request Management System. Only indispensable conditions that are not covered in and are not in conflict with GeM GTC, Product / Service STC and the standard ATC library, and which are in compliance with the Govt. orders on Public Procurement and are not restrictive and not against the core principals of transparency, fairness and efficiency enshrined in GeM, can be requested through RMS ATC request for making part of GeM bid through corrigendum. Each such request has to be made only after due approval of the Competent Authority in Buyer Organization confirming that the request has been made with the approval of the Competent Authority. Buyer organization shall be solely responsible for the impact of the requested clauses on the bidding process and its outcome. The clauses which are already covered in standard ATC library available on GeM Portal, will not be allowed through RMS.

(x) Determination of eligibility in case of products requiring BIS License: In case the bid requires availability of BIS License, bidder has to upload currently valid and operative BIS License copy (Valid on the date of bid opening) to be considered eligible. Submitted BIS License may be in the name of Bidder / OEM or in the name of the Manufacturer to whom the OEM has outsourced manufacturing of his brand of product. The name of the Brand of the offered product should be mentioned in the BIS License. BIS certificate issued under Compulsory registration Scheme for electronic products to OEM/Brand owners for the products marketed under their brand name wherein their products are manufactured at third-party manufacturing unit is valid and is allowed for participation in the bids floated on GeM. The Manufacturer's Authorization in all such cases wherein the manufacturing is done by a third party shall be issued by the Brand owner / OEM and not by the third-party manufacturing unit mentioned in the BIS certificate.

(y)Bid Splitting: In case of critical / vital / safety / security nature of the item,

and / or large quantity under procurement and / or urgent delivery requirements and / or inadequate vendor capacity, Buyer may decide to have more than one source of supply. In such cases Buyer may opt for Bid Splitting while creating the bid on GeM, clearly indicating the Bid Splitting ratio in which order will be split among L-1, L-2, L-3, etc. as per ratio of splitting pre- disclosed in the bid. After technical and financial evaluation, before splitting the quantity, it should be ensured by the Buyer that the L1 price is reasonable. After deciding the acceptable reasonable price, L1 would be awarded contract for at least the first / highest percentage indicated in the bid splitting ratio. For the rest of the bid quantity, the L-1 rates / lowest accepted rate will be counter offered to the next higher quoting bidder(s) for price matching. On acceptance of the counter offer, the order will be placed on next higher quoting bidder(s) for the respective percentage. In case of non- acceptance of the counter offer by the next higher quoting bidder(s), a similar offer shall be made to L3 and L4, and so on. In case counter offered rates are not accepted for ratio of splitting quantity as per bid document by any of the subsequent bidders, the left over quantity will be divided between bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity.

5. Contract(s):

Following documents shall be construed to be part of the contract generated through GeM:

i. Scope of supply including price as enumerated in the Contract Document.

ii. General Terms and Conditions (GTC).

iii. Product / Service specific Special Terms and Conditions (STC).

iv. Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement)

v. Bid / RA specific Additional Terms and Conditions (ATC).

The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

6. Prices:

i. **Offer price on GeM portal:** The prices of the offered Goods or Services shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. The Seller can choose to offer Goods or Services with uniform all inclusive unit price for deliveries at locations across India on All India basis or for specified locations selected at the time of product listing. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading charges etc., shall be payable over and above the contract price. For selected freight intensive products, as notified on GeM, the Seller may quote unit price inclusive of GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In respect of items requiring installation and / or commissioning and other services (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM.

Once a Buyer carts a particular quantity of offered Goods / Service, during carting period as notified from time to time on GeM, rates for carted quantity, for that buyer, are frozen for the period as specified on the portal against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.

By offering their product and fulfilling the basic need of regular updating of the stock on GeM as stipulated on the portal, the Seller agrees for the acceptance of the order placed through the Direct purchase and L1 purchase without any need for any acceptance or confirmation. The seller commits to hold the price and offer as valid till the date seller itself removes the product offer from GeM or changes the price in compliance with online price change guidelines / rule engines applicable in that category. The action as deemed fit may be initiated for the declining of the such orders as incident policy of the GeM.

ii. **Offer price in e-bidding:** Bidder is required to indicate offer price in the price schedule as provided in the bidding document. Complete breakup of price as required must be indicated. However, evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC).

iii. **Offer price in RA:** Bidder is required to indicate total offer price.

Evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC). Successful bidder shall have to provide complete breakup of the quoted price in the required price bid format before award of contract.

iv. **Transaction / Annual Milestone Charge:** Sellers / Buyers will have to pay Transaction Charge and / or Annual Milestone Charge, wherever applicable, as per extant Revenue Policy of GeM.

7. Performance Security and Performance:

i. There shall be no Performance security requirement for contracts:

a) Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149;

b) Placed through Bids / RA with estimated bid value up to INR 5 Lakh (in case of Goods contracts); and

c) Placed through Bids / RA with estimated bid value up to INR 5 Lakh (in case of Services contracts)

ii. In case of contracts placed following e-Bidding / RA, Performance Security valid for 2 months beyond the date of completion of all contractual obligations including warrantee obligations, will be obtained from the successful Bidder, for ensuring due performance of the contract. GeM recommends quantum of Performance Security @ 2% of the value of contract. The Buyer also has the option to select Performance Security between 2% to 10%. While finalizing e- Bid / RA, Buyer shall indicate the percentage (%) of Performance Security required to be submitted by successful bidders. In case of any extension of contract obligation period, the seller shall be liable to suitably extend the validity of the Performance Security.

Such Performance Security must be submitted by Seller to the Buyer within 15 days of award of contract on GeM. The payments to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its genuineness. No interest shall be payable upon the Performance Security / PBG or any other amounts payable by the Seller to the Buyer under the Contract.

If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

If the Seller duly performs and completes the contract in all respects the Buyer shall, refund the Performance Security, as the case may be, to the Seller within 30 days of completion of all contractual obligations by the Seller.

8. Duties & Taxes:

i. Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. In the case of Bid / RA, complete break-up of the quoted price in the required price bid format shall furnished by the Bidder, before award of contract.

ii. Any Statutory variation in the rate of GST, taking place between the Bid Submission by seller and Bid End Date, shall be to the Seller's account. Hence, Seller must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the seller. In case seller fails to incorporate the same in bid, the seller will not be eligible for claiming any change in price due to such Statutory variation.

iii. Statutory variation in the rate of GST, taking place between the Bid end date and the original / refixed delivery period, shall be to the Buyer's account. For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before the Buyer providing documentary evidence of change in rate of GST taking place after Bid end date and the date of supply within the original / refixed delivery period along with an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

In respect of contracts awarded under Direct Purchase and L-1 purchase, Statutory variation taking place after date of award of contract shall only be admissible subject to submission of documentary evidence and anti-profiteering compliance certificate to the Buyer. Changing Seller's offered price on GeM portal immediately after any such change in GST rates is sellers responsibility and in case of failure on part of seller, no increase shall be admissible for such changes taking place before award of contract under Direct Purchase and L-1 purchase.

iv. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

v. The Bill Form / On-line invoice shall be generated by the Seller which may inter-alia include the following confirmations from the Seller:

a. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.

b. Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.

c. Certified that the Seller is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.

d. The seller shall provide an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

vi. The on-line bill form / invoice generated on GeM is not a replacement for the GST invoice. The proper GST invoice as per requirements of GST rules shall be sent by the seller to the buyer / consignee directly along with the Goods / Services as and when deliveries are made to the consignee.

vii. Seller shall comply with all the necessary statutory compliances, including but notlimited to, GST registration in line with the extant provisions of GST Act, providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment oftaxes, timely filing of valid statutory returns for the tax period in the GST portal, etc.

In case the Input Tax Credit of GST is denied or demand is recovered from Buyeron account of any act/ omission of the Seller in this regard, the Seller shall be liablein respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Buyer shall have the right to recover such amount from any payments due to the Seller or from Performance Security, or any other legal recourse from the said Seller. If any tax isrequired to be paid by the Seller in pursuance of any demand from tax authorities, on account of Seller's suppression of facts, fraud or willful misstatement of facts while offering the products or submitting the bids, then the same shall not be passedon to Buyer through debit notes or Invoices or Supplementary Invoices and the seller shall be solely liable for payment of the same.

9. Integrity Pact:

All the Users in GeM i.e. Seller as well as Buyer agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

10. Guarantee and Warrantee:

i. The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warrantee for one year period from the date of final acceptance by the consignee unless otherwise specified in category specifications, specific Bid / RA. Seller, at the time of listing their product on GeM portal or offering their products against any Bid / RA, may accordingly provide longer Guarantee/Warrantee period (i.e. more than 1 year) and in such case, Guarantee/Warrantee period stipulation made in category specifications / Bid / RA document, shall prevail over standard Guarantee / Warrantee period of 1 year stipulated in these General Terms and Conditions.

ii. Notwithstanding the fact that the Buyer or its Quality Assurance Officer may have inspected and/or approved / accepted the said Goods, it is further guaranteed that if during the said guarantee / warrantee period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify and/or replace the Goods or such portion thereof as is found to be defective by the Buyer within 7 days. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained. In cases requiring Spares, the Seller guarantees that they will supply Spare Parts, if and when required on agreed basis for an agreed price for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified in STC / ATC). The agreed basis could be, including but without any limitation, an agreed discount on the published catalogue or an agreed

percentage of profit on the landed cost. The aforesaid provisions made specifically for Goods, shall also be applicable for Services to the extent the same are practically possible.

11. Buyer / Consignee's Right of Rejection (Return Policy):

i. The Goods delivered shall bear the self-certified Manufacturer's/Seller's Warranty/Guaranty. Buyer / Consignee shall have the right to inspect the supplied Goods themselves and/or through their appointed agency at consignee's own cost, at Consignee's site(s) after receipt and accept or reject on proper justification any consignment of the Goods received within a period of 10 days (unless otherwise specified in STC or ATC) of receipt of consignment of goods. The date of receipt shall be reckoned from the date of receipt of the Goods as notified in the Provisional Receipt Certificate (PRC) which will be issued online by consignee immediately after receipt of Goods.

ii. In case of Service contract, the Buyer reserves right to reject the same in conformance with the terms and conditions of the agreed Service Level Agreement (SLA). However, such right to reject services offered by the Seller under the contract shall be exercised by the Buyer within 10 days (unless otherwise specified in STC or ATC) of the date of receipt of the Service. The date & time of start and completion of the Service, shall be indicated by the Seller while raising on- line invoice for a specified period of Service as per Service Level Agreement (SLA). The date of such invoice or the date of completion of the service, whichever is later shall be reckoned as date of receipt of the Service.

iii. On Acceptance / Part Acceptance or Rejection of Goods / Services, Consignee will issue an online 'Consignee's Receipt cum Acceptance Certificate' (CRAC), which will form the basis of Payments to the Seller.

iv. No payment shall be made for rejected goods or services. After intimation of the rejection / part rejection by the Buyer/ Consignee, the Seller shall be liable to remove / lift back such rejected Goods within 10 days without any extra charge/cost to the Buyer / Consignee failing which suitable ground rent / warehousing charges would be payable by the Seller to the Buyer /Consignee. If the Seller fails to remove / lift back such rejected Goods within reasonable time period, the Buyer / Consignee shall have the right to dispose off such rejected goods at the risk and cost of the seller.

12. Payment Authority and Payment Terms:

Payments shall be made to the Seller in the manner below:

i. **For Goods:**

In case of goods, 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

ii. **For Services:**

In case of services, 100% payments on the basis of monthly (unless otherwise specified) bills will be paid within ten (10) days of issue of consignee receipt- cum- acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

13. Terms of Delivery:

All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including loading/unloading. In respect of items requiring installation, commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same shall also be included in the offer price.

14. Delivery Period

Seller shall indicate the quantity which can be supplied over the specified time period(s). The Seller would offer these details, which would constitute the part of the awarded Contract(s) in the GeM and would make a binding Contract between the Seller & the Buyer. Any modification thereto shall be mutually agreed and incorporated in the Contract. This Delivery Period/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s).

15. Extension of Delivery Period and Liquidated Damages:

Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:

i. The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Buyer / Consignee.

ii. For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter for the extended period. No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s). Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

iii. **Liquidated Damages**: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

iv. **Force Majeure Conditions:**

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or

part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

16. Dispute resolution between the buyer and the seller / service provider

16.1 Conciliation:

i. The Parties (i.e., the Buyer and the Seller/ Service Provider) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any Party may have in law or in equity.

ii. In the event of any conflict or dispute arising out of or in connection with the Contract placed through GeM, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall then be referred to Arbitration.

16.2 Arbitration:

In the event of any conflict / dispute arising out of or in connection with the Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The procedure for appointment of the Arbitral Tribunal shall be as follows.

i. In cases where the total value of the Contract is less than INR 1, 00, 00,000/- (Indian Rupees One Crore only) the same shall be referred to a sole arbitrator mutually appointed by both the Parties.

ii. Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupees One Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30 (thirty) days from their nomination, appoint a third arbitrator i.e., the Presiding Arbitrator.

iii. In case of failure to appoint the Presiding Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principal place of business of the Buyer department/ organization is located) to appoint the Presiding Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date).

iv. The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.

v. The cost of the Arbitration shall be equally borne by both the Parties.

vi. The award of the arbitrator shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at the place where the principal place of business of the Buyer department / organization is located.

vii. The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.

16.3 Both the Parties understand and agree that GeM being an Intermediary cannot be made a party to any dispute in connection with or arising out of the Contract and/or the arbitration proceedings between the Parties

16.4 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

17. Laws Governing the Contract:

i. The contract shall be governed by the laws of India for the time being in force.

ii. Irrespective of the place of delivery, the place of performance or the place of payment under the contract, the contract shall be deemed to have been made at the registered address of the Buyer and / or Primary Buyer.

iii. Jurisdiction of Courts: The courts of the place from where the contract has been made shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

iv. GeM SPV would not be a party to any such litigation.

v. In case any Seller / Service provider makes GeM a party / respondent in any case involving any dispute between Buyer and Seller arising out of a concluded contract or arising out of bidding process initiated / concluded by the Buyer on GeM, it would be obligatory on the part of the Buyer to represent GeM also through their Counsel / Lawyer in the proceedings before the legal authority and ensure timely filing of replies / affidavits, etc. provided by GeM also throughtheir Counsel / Lawyer before the concerned legal authority during the course of litigation. A standard reply on behalf of GeM, covering following aspects shall be incorporated in all replies / affidavits filed by the Buyer in such cases:

"Government e-Marketplace is a National Public Procurement Portal; an end-to- end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. Prima facie, the dispute in the present case appears to be between the Buyer and Seller arising out a contract placed / bid created by the Buyer on Government e-Marketplace. As per Clause 16, Clause 17 and Clause 22 of the General Terms and Conditions of Government e-Marketplace (duly accepted by the Buyer and Seller), GeM is not to be made a party to any dispute between the Buyer and the Seller. As such Government e-Marketplace is liable to be deleted from the array of parties.

In light of the above, we request your goodself to kindly delete Government e-Marketplace from the array of parties."

18. Limitation of Liability:

Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered into the Contract between Buyer and Seller.

19. Termination for Default:

If the seller does not perform its obligations within the Delivery Period / Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or Withdraw the Contract for the unsupplied portion after the expiry of the original, extended or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits.

20. Closure of Transaction:

After satisfactory completion of all the obligations under the Contract and release of payments for the goods / services, the transaction shall be treated as closed.

21. Grounds for Administrative Action

i) Administrative actions may be taken by GeM against the Buyer or the Seller either suo-moto on the basis of the platform mechanisms identified through analytics or on the basis of a complaint or report made to GeM by any

stakeholders or any third party information or upon Court order, inter –alia, for non-adherence to the GeM Website Policies including Terms and Conditions and the Incident Management Policy published on the GeM Website.

ii) The Seller would be liable for administrative actions such as suspension / debarment / removal from GeM, if they fail to abide by any of the Website Policies including the terms & conditions stipulated in this document and/or on anyone or more of the following grounds:

(a) Listing the products/services not in the relevant categories and/or listing the same with vague/conflicting product specifications/details and irrelevant product photographs.

(b) Offering Goods / Services without having proper authorization

(c) Supplies goods of inferior/ substandard quality

(d) Supplies or offers to supply refurbished or counterfeit or fake products

(e) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid;

(f) Seller furnishes inaccurate, false, misleading or forged or fails to furnish any information / documents, within the prescribed time limits, to GeM or to a Buyer, including during e-Bidding/ RA process;

(g) Fails to furnish requisite performance security within stipulated time required as per e-bid / RA conditions;

(h) Fails to update GeM about any change in information furnished within the prescribed time limits;

(i) Executes services without conforming to requirement given in Service Level Agreement (SLA);

(j) Fails to execute an order/ contract or fail to execute it satisfactorily

(k) Is declared bankrupt or insolvent;

(l) Fails to produce the requisite documents/ information during the course of inspection / assessment at any stage;

(m) Performs any activity which is listed as prohibited activities on GeM.

(n) On any other ground for which, in the opinion of GeM, the retention of the seller or any of its offered product in GeM is not in Public Interest.

Note: The grounds mentioned above are illustrative only. Users are also advised to read the list of prohibited activities published on the website.

iii) Notwithstanding anything contained in the GTC, GeM reserves the right to cancel or annul the registration of any Seller or remove any of the Good/Services listed by a Seller on the GeM Website to comply with any provision of the Applicable Laws and / or Court Orders.

iv) GeM may take an administrative action in terms of the GeM Website Policies against a Buyer which may include reporting of any breach or misconduct to the Buyer Primary User and/or to the competent authority and GeM reserves the right to review the rating of such Buyer, and / or block Buyer's account for such time as considered appropriate by GeM.

v) The Seller and the Buyer understands that the grounds for administrative action as provided under the Contract are only indicative and additional grounds may be provided under the GeM Website Policies including the Incident Management policy. The Seller/ Buyer warrants to abide by all additional grounds as may be specified by GeM in the GeM Website Policies from time to time.

22. Role of Government E- Marketplace - Gem SPV

Government e-Marketplace – GeM SPV is the owner of the GeM portal which monitors and supervises all the business transactions on the portal. The role and responsibilities of the company are as under:

22.1 To develop, operate and maintain technology driven e-marketplace, through a Managed Service Provider (MSP), to be used by government agencies for procurement of various goods and services in a transparent and efficient manner.

22.2 Overall supervision and monitoring of GeM portal operations, policy management, finalization and implementation of various business processes and work flows in adherence with the applicable law and executive orders issued from time to time . To provide tools for on-line Bidding, on-line Reverse Auction and Business Analytics Tools on GeM.

22.3 To work continuously for improvements in the Business Processes and Work Flows for various activities / functions on GeM based on feedback from various stakeholders to enhance transparency, efficiency, competitiveness, equality, economy in procurement of goods and services by government agencies.

22.4 To finalize General Terms and Conditions for sale and purchase of Goods and Services on GeM, Product / Service Specific Special Terms and Conditions, Special Terms and Conditions for Bunching of Goods / Services, Bid Specific Special Conditions, Project Specific Special Conditions etc.

22.5 To finalize, upload and approve Technical Specification Frameworks for various item / service categories on GeM and to monitor conformity of offered products to the larger framework so finalized and uploaded.

22.6 To decide addition / deletion of any of the offered product(s)/Product category (ies) and their framework of technical parameters on GeM.

22.7 To work and co-ordinate with different Organizations/Departments / Agencies for integration of their Databases with the GeM portal on real time basis for the purpose of verification/authentication of data entries made by stakeholders.

22.8 To offer and manage Demand Aggregation services for identified categories across buyers with assured reasonability of price, recommending for placement of orders by individual buyers

22.9 To co-ordinate with MSP for conducting workshops for the various Stakeholders in capacity building and in change management associated with the implementation of technology enabled procurement process.

22.10 To monitor MSP that the Buyers, Sellers and Service Providers are being assisted properly by them to onboard their goods and services on the GeM platform.

22.11 To identify and offer services of 3rd parties for Vendor Assessment relating to technical, financial capacity, past experience of sellers including manufacturing / testing facilities / quality control arrangement(s) of manufacturing premises and/or any of the premises related to manufacturing process of products / services offered by the seller / service provider on GeM.

22.12 To identify and offer services of 3rd parties for testing and certifying the quality of the product offered/ supplied, through documents, test reports/ certificates, testing at any independent lab or through inspection/testing by its authorized representative/s at firm's premises or at user's premises, that buyer choose to use.

22.13 Overall monitoring and management of Call Centre/Help desk operations being provided by the MSP.

22.14 Removal / debarring the Sellers/Buyers and Goods / services in GeM.

22.15 Management of complaints and their redressal mechanism in GeM (not disputes related to concluded contracts).

22.16 To identify, integrate and manage MoUs with verifying, certifying and validating entities across government(s) and also professional agencies to reinforce the online paperless, contactless and cashless system on GeM.

22.17 To issue Notices, Circulars, News, Flashes, Updates etc in GeM

22.18 Reporting and MIS mechanism in GeM

22.19 Any other related activities in the GeM

22.20 In exceptional circumstances, for ensuring propriety of procurement processes or to obviate possible misuse of GeM functionalities, GeM SPV as GeM Admin may keep any Bidding / RA process on hold for some time as considered appropriate.

22.21 To take approved User Charges from Buyers and Sellers for the various transactions on the GeM portal as decided and notified on the GeM portal.

23. Miscellaneous Provisions

23.1 **Assignment:** Users understand and agree that the GTC, STC and ATC provisions, rights and obligations granted by GeM are non-transferrable or assignable by the User to any third party, without the prior written consent of GeM.

If same is permitted by GeM, all the conditions, rights and obligations of the GTC or any on–going STC/ATC shall also be binding upon such third party assignee besides the User.

23.2 **Indemnification**: The Seller shall at all time indemnify Buyer against all suits and claims which may be made in respect of the goods/services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim and suit in respect of alleged breach of patent, registered designs or trade-mark being made against the Buyer, the Buyer shall notify the Seller/ Service Provider of the same who shall at its own expense either settle any such dispute or conduct and litigation that may arise there from.

Buyers and Sellers agree to indemnify, defend and hold harmless GeM, its officials, Managed Service Provider (herein after individually and collectively referred to as "indemnified parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the indemnified parties that arise out of, result from, or in connection with

23.2.1 Breach of the contract(s); or

23.2.2 Any claims made by any third party due to, or arising out of, or in connection with, use of the Website; or

23.2.3 Any claim made by any third party regarding content/ information or materials provided by Seller cause any damage to a third party; or arising out of, or in connection with, use of the Website.

23.2.4 Violation of any intellectual property rights or any other rights.

Once GeM notifies the Buyer/ Seller of such claims, they shall defend and indemnify GeM for the same. Further, in no case they shall compromise or settle any claim or admit any liability on the part of GeM without the express or prior written consent of GeM which can be withheld or denied or modified by GeM in its sole discretion or as per the Applicable Laws.

23.3 **Severability**: If due to any change in Applicable laws, certain part of the GTC or any applicable STC or any provisions of the GeM policies or portions thereof, becomes unenforceable, the remaining provisions shall

continue in full force and effect so as to give effect to the intent of the parties.

23.4 **Website Terms and Policies Updation**: Buyers and Sellers are advised to check the website terms and conditions as well as policies such as Privacy Policy and the Website Disclaimer at all times, as GeM may update the Website and such terms from time to time.

23.5 **List of Prohibitive Activities (Suggestive and Non-Exhaustive):**

LIST OF PROHIBITIVE ACTIVITIES: The following is an indicative list of prohibitive activities which the Buyers and the Sellers registered on GeM platform shall not perform on the GeM platform. A breach of any of the prohibited activities shall give the right to GeM under the Applicable Laws or in terms of these GTC or the GeM Website Policies to take administrative action which may include partial or permanent disabling of account on GeM Website, debarment etc. Additionally, GeM may remove any non-compliant information and reserves the right to preserve and share with the appropriate authority such information and associated records for investigation purposes. The Buyer and the Seller understand that this list is only indicative and additional activities may be prohibited under the GeM Website Policies. The Buyers and the Sellers shall undertake to provide their full support that may be required by GeM for removal and disabling of the non compliant information. The prohibited activities include:

(i) Indulging in cyber-crime or other criminal activities which can become a threat to GeM, GeM Website, to the Government of India or to any State Government or Government Agency.

(ii) Advertising, exhibiting, representing, publishing, pronouncing, listing, delivering, offering to sell or selling any kind of Goods/Services which can cause any kind of infringement or disparagement of intellectual property rights.

(iii) Selling refurbished, counterfeit and/or fake Goods / Services under a brand or misusing others brand name.

(iv) Offering to sell or selling above the MRP any Goods or misrepresenting the MRP.

(v) Delivering some other Goods or Services instead of the Goods or Services Contracted for or delivering empty parcels or used Goods in breach of the terms of the Contract.

(vi) Offering to sell or selling freebies which are 'Not for sale' Goods.

(vii) Listing of the Goods on GeM Website without authorization to sell Goods manufactured by the OEM in open market or without proper authorisation, if any required, for providing the Service.

(viii) Listing of the Goods or Services is done on GeM Website without guarantee/warranty or without a genuine guarantee/warranty.

(ix) Listing of the Goods or Services in irrelevant or inappropriate categories or with vague or conflicting specifications or description (including descriptive or pictorial description).

(x) The Buyer /Seller registering on GeM and/or offering or buying the Goods and/or Services and/or participating in e-bidding/reverse auction on GeM, without the requisite authorization to enter into contract on behalf of the concerned legal entity. Failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.

(xi) If any Seller has been debarred from GeM then such Seller or their authorized sellers shall also not be permitted to register and offer/sell their products on GeM and / or participate in Bids / RA on GeM.

(xii) Using GeM prices for making procurement outside GeM Portal.

(xiii) Splitting of demands by creating multiple Bids/RAs of same goods / services or making repeated procurements of same goods/services through Direct Purchase / L-1 buying as per rule 149(i) and 9(ii) of GFR- 2017.

(xiv) Uploading goods / services containing information that —

(a) Belongs to another person and to which the user does not have any right to;

(b) Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

(c) Harm minors in any way;

(d) Infringes any patent, trademark, copyright or other proprietary rights;

(e) Violates any law for the time being in force;

(f) Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(g) Impersonate another person;

(h) Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionalityof any computer resource;

(xv) Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

(xvi) Achieving or trying to achieve illegal access to features on GeM Website not specifically authorised or exceeding the scope of authorized access to or other features of the GeM Website;

(xvii) Obstructing or causing GeM to lose (in whole or in part) the services provided by any internet service provider ("ISPs") or carrying out any cyber security incident;

(xviii) Sending unsolicited emails, bulk messaging, auto messaging, junk email, spam and like.

24. Incident management Policy on GeM:

GeM is a trust based system and self- declaration is the key, along with a strong automated process to penalize any deviant behaviour on part of Sellers / Buyers. For this purpose, deviations from the terms and conditions of procurement on GeM, including general terms and conditions, special and additional terms and conditions and any other relevant Government rules and guidelines, are termed as "deviation". A deviation can occur while listing the products on GeM, at pre- contract stage, during bidding or at post contract stage on GeM. The mechanism for reporting and initiating action on such deviation has been detailed in the Incident Management Policy available on GeM portal under Resources. All stakeholders of GeM shall be bound by the actions as detailed in the Incident Management Policy.

All administrative actions under this Incident management Policy, taken by GeM against any of the stakeholders shall not cause any limitation on the legal and/or contractual remedies including any financial recoveries, available to Buyers/Sellers under the Terms and Conditions of contract

and/or GeM policies. In case the Buyer / Seller choose to pursue any of these remedies, GeM shall not be made party to such proceedings / remedial actions taken by Buyer/Seller under the contractual provisions.

If any individual has registered multiple proprietorship concerns as separate seller entities on GeM under different business names (with same PAN), all such Seller entities would be equally impacted by the action taken against any one of such entities for his default / deviation under incident management policy.

All the allied firms, as per definition of DOE's OM number F.1/20/2018-PPD dated 02/Nov/2021, will be equally impacted by the action taken against any one of such entities for the default / deviation under Incident Management Policy.

Following is the definition of allied firms:

All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

a. Whether the management is common.

b. Majority interest in the management is held by the partners or directors of banned / suspended firm.

c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.

d. Directly or indirectly controls or is controlled by or is under common control with another bidder.

e. All successor firms will also be considered as allied firms.

25. Use of Aadhaar Number in GeM:

Purpose of the Aadhaar authentication in GeM is to identify the user using eKYC. GeM has provisioned the option for Sellers and Buyers to provide virtual Aadhaar ID instead Aadhaar number. GeM receives First Name, Last Name, Mobile Number, Email ID, DOB and Gender details. It is used to link the mobile number with the user who is registering on GeM; on which subsequently OTP is sent for achieving the property of non-repudiation in different artefacts / documents generated on GeM. GeM has

provisioned an alternative Identity Information option through PAN based verification to Sellers.

26. Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time)

Restrictions on procurement from a bidder of a country which shares a land border with India

I. a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services),only if the bidder is registered with the Competent Authority.

b) Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority.

II. The requirement of registration for bidders covered by I (b) above will be applicable for all procurements where bids are issued / published after 01.04.2023.

III. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

IV. "Bidder (or entity) from a country which shares a land border with India" for the purpose of the Order means:

a. An entity incorporated, established, or registered in such a country; or

b. A subsidiary of an entity incorporated, established, or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

V. The beneficial owner for the purpose of (iv) above will be as under

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—

    a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

    b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

IX. "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.

27: Caution Money Deposit:

(i) All sellers on GeM are required to deposit a one-time amount as under as caution money:

1. Seller Turnover less than 1 Crore: INR 5,000/-
2. Seller Turn over > 1 Crore but < 10 Crore: INR 10,000/-
3. Seller Turn over > 10 Crore: INR 25,000/-

(ii) The above caution money shall remain at the disposal of GeM SPV. This can be forfeited in part or in full (as per approval of CEO (GeM)) in following circumstances:

(a) Failure of the seller in executing any GeM contract or if the Seller fails or neglects to observe or perform any of his obligations under the contract (applicable only in respect of contracts that did not have provision of Performance Security).

(b) Withdraws any bid submitted on GeM within the period of validity of the bid.

(c) Fails to furnish requisite performance security as per GeM e-bid / RA conditions.

(iii) In case the Caution Money of any seller is forfeited in full or part and his caution money deposit goes below the threshold indicated in para 1 above, the seller account shall be put on hold till the seller re-coups the caution Money account to required value. Seller's stock will become zero for all categories and seller will not be allowed to update anything till the caution money is topped up to minimum required amount.

(iv) Forfeiture of caution money as per above shall be over and above any other actions taken against such sellers as per GeM Incident Management Policy and shall be without any prejudice to the rights and remedies available to GeM and / or Buyer as per provisions of the relevant contracts.

28: CMS 3.0 and OEM - Reseller responsibility matrix:

GeM has implemented enhanced Catalogue Management System (CMS 3.0) on GeM Portal. The Primary Objective of CMS 3.0 is to offer higher level of ownership & accountability to OEMs & its approved Resellers while maintaining Efficiency, Transparency & Inclusiveness of GeM. Complete and detailed Obligations and Privileges matrix of the different stakeholders in different quadrants is given in CMS document available on GeM Portal and OEMs and Resellers are bound to operate on GeM in compliance with the CMS document as updated from time to time.

1. **CMS Quadrant 1 (CMS Q1):** Product offers in categories under Q1 will be solely offered by GeM validated OEMs. OEM shall be exclusively responsible for maintaining currency and sanity of catalogue and its offer in the Market Place. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of offers including Warranty and After Sales Service obligations.

2. **CMS Quadrant 2 (CMS Q2):** OEMs as well as pre-Authorized Resellers can offer products in Q2. OEMs shall operate Market Place subject to providing its complete list of Open market authorized sellers along with formal commitment to list and maintain all appropriate and current Product Catalogue for pairing by its Resellers. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of catalogues including Warranty and After Sales Service obligations. Authorize Resellers shall be responsible for Pairing their offer with the already existing Product Catalogue created by the OEM. However, resellers can Update their

Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.

3. **CMS Quadrant 3 (CMS Q3):** Catalogue creation in categories under Q3 can be from OEMs and/or their Resellers concurrently. In case OEM has not created Product Catalogue, Resellers of OEMs are also permitted to do the same. However, OEM can manage resellers and catalogues (when registered on GeM and taken OEM Dashboard). Further, OEM shall be responsible for the following:

   - Maintain the Catalogue by adding / updating the Products / Services, Specifications, MRP & Offers specific to Product / Service
   - Provide list of all its resellers and shall respond as per Service Level commitments to queries relating to Product Specifications / Services and / or verification of a Reseller, failing which they shall own responsibility of all and every fall out, by any act of such Resellers and / or offer of an insane catalogue.
   - Validating & verifying the Catalogue uploaded by Reseller
   - Assume all responsibility and legal liability for sanity and quality of offers including Warranty and After Sales Service obligations

   However, resellers can update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.

4. **CMS Quadrant 4 (CMS Q4):** Catalogue creation in categories under Q4 can be done by OEMs as well as by any Reseller also. However, OEM (when registered on GeM and taken OEM Dashboard) shall be responsible for Validating & verifying the Catalogue uploaded by Reseller, Maintaining the Catalogue by adding/updating the Specifications, MRP etc. specific to catalogue. However, there is no requirement of any endorsement or authorization of the reseller by the OEM. Resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same. Reseller will also be responsible for providing Replacement Warranty in case of Q4 products and Buyer shall not be required to take up with OEM for any warranty claims.

5. **CMS (Special Category):** The Special Category is a specialized segment outside the four quadrants for select few categories that require a customized behavior such as Self-Help Groups (SHG) categories.

In Q3 and Q4, in case of re-sellers, if the reseller has not been approved as an authorized re-seller by the OEM on GeM, the re-seller is required to give an undertaking as under while uploading the product, while accepting any order and while participating in any bid:

"I hereby undertake that I have made arrangements for getting the stores from authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, I will provide necessary chain documents to prove that the supplied goods are genuine and are being sourced from authorized distributor / dealer / channel partner of the OEM. In case of any complaint from the Buyer / Consignee about genuineness of the supplied products, I shall be responsible for providing genuine replacement supplies."

By uploading any product on GeM or accepting any order on GeM or by participating in any bid on GeM, the re-seller is deemed to have given above undertaking and is liable for compliance of the same.

Further in view of the on-line verification of Seller credentials by the OEM on GeM platform, there is no need for Buyer to ask for or insist on furnishing of OEM authorization in bids in respect of "OEM verified Catalogue" offered by "OEM Verified Reseller". OEM authorization is also not required to be sought and checked by Buyers in case of bids for products in Q1 or Q2.

29: One Bid per Bidder

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/

Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

i. individual or proprietorship format and/or
ii. a partnership or association of persons format and/or
iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
  i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
  ii. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
  iii. holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

30: Push Button Procurement (PBP)

In line with Department of Expenditure OM No. F.6/7/2022-PPD dated 6th September, 2022, "Push Button Procurement (PBP)" for small value procurements will be available on GeM with the following conditions:

a. PBP will be made only through bidding (PBP through Direct Purchase, L-1, Custom bid, etc. are not permitted).
b. The total procurement value of the specific case is not to exceed INR 5,00,000 /- (inclusive of all taxes).
c. PBP will be additional method of procurement and procuring entities are free to use or not to use this additional method of procurement.
d. PBP method can be used only in case at least five bids are received. In case of less than five bids are received, the procurement is to restart using usual procurement method.
e. Buyer is to ensure that no splitting of requirement is being done so as to bring procurement under PBP method.
f. Once PBP bid is invited, contract will be placed directly without any human intervention (provided condition (d) above is complied).
g. PBP will be permitted only for such categories, where at least ten sources are listed.

Push button procurement process is very simple and user friendly and mostly automated.

A) Buyer PB procurement:

i. Buyer will select a product from marketplace, do product comparison, etc.

ii. Thereafter instead of directly placing order on the L-1, the buyer will create a Push Button Procurement Notice by selecting the L-1 product which is otherwise eligible for L-1 purchase.

iii. Clicking on "Create PBP Notice" will give an option to Buyer to decrease the quantity and delivery period at consignee level. This is enabled for Buyers to seek quotations for lower delivery periods and

quantity lower than Minimum Order Quantity (MOQ) otherwise offered by the sellers in marketplace.

iv. Per unit L-1 price will be set as ceiling price for that PBP Notice.

B) PBP Notice content and validations:

i. The PBP Notice will contain all biddable specification parameters as per GeM category definition [excluding the text input parameters] of the product chosen by Buyer, Consignee-wise Quantity and Consignee-wise Delivery Period.

ii. Bunching of items is not allowed in PBP Notices.

iii. The estimated all-inclusive bid value should be less than or equal to INR 5,00,000 based on the system identified L-1 price estimation for the quantity to be procured.

iv. PBP Notice will include ONLY GeM GTC and category specific Special Terms and Conditions (STC), integrity pact, land border sharing countries declaration etc. Buyer is not allowed to push any new specification parameter or any Additional T&C.

v. PBP Notice have participation time of 3 days and offer validity of 10 days

C) Seller participation:

i. PBP notices is published on GeM portal under a separate tab for anyone to see.

ii. All sellers/service providers can view the PBP Notices created for their category in their dashboard.

iii. By participating in PBP, Sellers unconditionally accept the GTC and STC, integrity pact, price declaration and other conditions part of the PBP Notice floated before participation.

iv. Sellers will offer their matching product and price against the PBP Notice by clicking on "Offer Price" and submission of price and

compliance of T&C. This offer price will be applicable only for that PBP Notice.

v. Seller/Service Provider can participate in a PBP Process only once and there is no option to withdraw.

vi. PBP participation will be without EMD and against Bid Securing Declaration only.

vii. Per unit price to be entered by the seller will have to be less than the L-1 price set as ceiling price in PBP Notice.

D) Procurement Decision:

i. System/Buyer will open offers after PBP end date and time.

ii. System will check if offers are received from at least 5 sellers offering products of at least two (2) different OEMs and total L1 value is less than or equal to INR 5,00,000.

iii. Buyer will not get any access to see list of participating bidders or Seller details.

iv. If all conditions as defined above are satisfied, system will automatically prompt Buyer to create order on L1 by providing details related to financial approval, paying authority and payment mode etc. as applicable to buyer.

v. In case of multiple L1 System would place order on seller with maximum Seller Rating on GeM

vi. If adequate number of offers are not received or total L1 value is more than INR 5,00,000 system will cancel the PBP Notice. A message will be displayed to the buyer stating - Due to insufficient participation in the PBP, you cannot create an order against this PBP. You may go ahead and procure L1 in marketplace through L-1 Purchase after Comparing and verifying price reasonableness or create a regular bid / RA to get better response

vii. System will not allow same buyer to use PBP to BUY SAME ITEM in case of failure of the PBP for next 30 days.

viii. System generated contract will have complete specification of the product offered by seller, Consignee-wise Quantity, Consignee-wise Delivery Period and GeM GTC and category specific STC etc.

******************END OF DOCUMENT*****************

Annexure-2

Capability Certificate

Bank:

Branch:

Phone No. .....

E Mail .....

Letter No. ..... Date .....

To

The Managing Director
Odisha State Civil Supplies
Corporation Ltd.Bhubaneswar.

This is to certify that to the best of our knowledge and information, Mr./Mrs.....residing at ..... (Full address), a customer of our bank, in our opinion and based on the records produced, can be considered good/worth up to a sum of Rs ..... (Rupees.....crore only) and has financial ability to meet the expenses up to the amount indicated above.

It is clarified that this information is furnished without any responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific requestof the customer for furnishing the same to you.

Branch Manager/Authorised Signatory(Seal & Signature)

(The above Certificate to be issued in Letter Head of the concerned Bank)

Appendix-I

GENERAL INFORMATION

The name of the Sub-Division/ Block, the custom millers tagged to the PPC, quantity of the paddy procured in KMS 2022-23 (Kharif / Rabi) are as below. The information is only indicative. There may be variations according to Procurement Policy & requirement.

Sl. No.	Sub-division/ Block	No. of Mandi/PPCs	No. of Millers Tagged	Quantity of paddy procured in KMS 2022-23 in Qtls

N.B. The District Manager, OSCSC has to fill the above information before publication of modeltender form.

Appendix-II

FORWARDING LETTER

From… (full name & address of the tenderer) _____

_____

To.....

THE DISTRICT MANAGER, OSCSC

.....

.....Dear Sir,

1. I submit the e-Tender for appointment as Transport Contractor for transportation ofpaddy from mandi to mill points of_____(Sub-division/ Block).
2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendices and agree to abide by them.
3. I agree to keep the offer open for acceptance up to 45 days and further to the extensionfurther by 30 days in case it is also decided by the District Manager. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I/we also agree that if thedate up to which the offer would remain open is declared a holiday for the Corporation the offerwill remain open for acceptance till the next working day.
4. I do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.
5. I hereby declare that my Firm/Company has not been blacklisted or otherwise debarred during the last five years by the OSCSC, or any other Public Sector Undertaking or any Government, orany other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. (*)

   OR

   I hereby declare that my/Firm/Company was blacklisted/debarred by (here give the name ofthe client) for a period of_____, which period has expired on (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given) (*)

   (*) (strike out whatever is not applicable)

6. I hereby declare that no contract entered into by me/ my Firm/Company with the OSCSC, orany other Public Sector Undertaking or any government, or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.
7. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/us with the OSCSC, or any other Public Sector Undertaking, or any government during the last five years.
8. I hereby declare that I have not been convicted at any time by a Court of Law of an offenceand sentenced to imprisonment for a period of three years or more.

I/We certify that all information furnished by me/us is correct and true and in the event thatthe information is found to be incorrect/untrue, the OSCSC shall have the right to disqualify me/us without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

(Signature of tenderer with Seal)

Appendix-III

ODISHA STATE CIVIL SUPPLIES CORPORATION

LIMITED(A STATE GOVT. UNDERTAKING)

(District Office Address:_____)

TECHNICAL TENDER FORM (Annexure-I)

(Technical tender form for the transportation of paddy as entrusted by govt. from timeto time, for KMS 2023-24

Ref: Tender Notice for transportation of Paddy as entrusted by OSCSC Ltd for KMS 2023-24 (Ref.

No._____Date_____)

NAME OF THE SUB-DIVISION/ BLOCK & ULB FOR WHICH TENDER FILED:

1.	Name of the Tenderer/Firm	:
2.	Permanent Address	:
3.	Address of the Head OfficeOf Tenderer/Firm	
	H.No.	:
	Street No.	:
	Village	:
	Block	:
	District	:
	Pin Code	:
	Phone Number	:
	Aadhar No.	:
4.	Address of Branch Office	
	H.No.	:
	Street No.	:
	Locality	:
	Pin Code No.	:
	Phone No.	:

5. Whether Proprietary Firm : Or partnership Firm or Limited Company (Firm Registration Certificate should be enclosed)
6. Name & Address of the : Proprietor/Partners/Directors. (Partnership Deed/ Memorandum and Articles of Association Should be enclosed)
7. Previous experience in transport : Work (if so proof in support of This should be enclosed).
8. No. of Trucks owned and hired : With registration No., and Company
9. Any Branch Office in the District, : If so give address, Phone No., etc.
10. Date and Year of establishment : Of Branch Office in the District
11. Turnover in transport business During the last three Financial years.
    2020-21 :
    2021-22 :
    2022-23 :
12. 3 Financial years IT Return Copy:2020-21 :
    2021-22 :
    2022-23 :

(Signature of Tenderer with Seal)

Appendix-IV

Proforma of Bank Guarantee of Security Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name ofthe issuing Bank)

This Deed of Guarantee made this _____day of_____ between_____ (Name of Bank) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Sri _____, Proprietor / Partner / Director of _____ havingits registered office at _____ (hereinafter referred to as Tenderer).

WHEREAS M/s_____(hereinafter referred to as Tenderer) and having its registered office at _____is bound to furnish security in the form of Bank Guarantee with OSCSC _____in connection with submission of tender for Road Transport Contract from_____ to_____(locations).

WHEREAS the Tenderer as per clause No._____of terms & conditions of the Tender No._____dated_____ has agreed to furnish Security by way of bank Guarantee within fifteen days from the date of acceptance of Tender for Rs._____for due performanceof all obligations under the contract.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above tender made by the Tenderer to OSCSC hereby undertake to guarantee payment on demand without demur to OSCSC and without notice to the Tenderer the said amount of Rs._ _ _ _ _ _ _ _ _ (Rupees_____) within one week from the date of receipt of the demand from OSCSC on presentation of this Deedof Guarantee which the Tenderer is bound to furnish with OSCSC towards Security in connection with his Tender.
2. This Guarantee shall not be affected/discharge by any infirmity or irregularity on the partof the Tenderer and by dissolution or any change in the constitution of OSCSC, Tenderer or the Surety.

3. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of OSCSC in writing.
4. Notwithstanding anything contained in the foregoing, the Surety s liability under this Guarantee is restricted to Rs. _____ (Rupees _____).
5. This Guarantee shall remain in force and effective up to_____.
6. The Surety will make the payment pursuant to the Demand issued by OSCSC notwithstanding any dispute or disputes raised by the Tenderer against OSCSC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety s liability under this guarantee being absolute and unequivocal.
7. Any forbearance, act or omission on the part of OSCSC in enforcing any of the conditions of the said Tender or showing any indulgence by OSCSC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by OSCSC.
8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the surety in writing on or before..... the Surety shall be discharged from all liabilities under this Guarantee thereafter.
9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this Deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED
For and on behalf of above named Bank

For and on behalf of
(Bankers Name and seal)

Appendix-V

Proforma of Bank Guarantee to be furnished along with Security Deposit asPerformance Guarantee (where Tenderer does not have requisite experience as stipulated in the Tender).

(To be submitted on non-judicial stamp paper of appropriate value purchased in the nameof the issuing Bank)

This Deed of Guarantee made this _____day of between_____(Name of Bank) having its registered office at _____(place) and one of its local offices at_____(hereinafter referred to as the Surety), and Shri _____Proprietor/ partner / Director of having its registered Office at _____ (hereinafter referred to as Tenderer).

WHEREAS M/s_____(hereinafter referred to as "Tenderer") having its registered office _____at_____is bound to furnish Performance Guarantee in the form of Bank Guarantee with OSCSC in connection with Tender for RTC to _____at _____(locations).

Where is the Tenderer as per Clause No._____ of terms and conditions of the tender No._____dated_____ has agreed to furnish Performance Guarantee by way of Bank Guarantee within 15 days from the date of acceptance of tender for Rs._____ for due performance of all obligations under the contract.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer toOSCSC hereby undertakes to guarantee payment on demand without demur toOSCSC and without notice to the Tenderer the said amount of Rs. (Rupees_____) within one week from the date of receipt of the demand from OSCSC on presentation of this Deed of Guarantee which the Tenderer is bound to furnish with OSCSC towards Performance Guarantee in connection with his Tender.

2. This Guarantee shall not be affected /discharge by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of OSCSC, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this Guarantee during its currency exceptwith previous consent of OSCSC in writing.
4. Notwithstanding anything contained in the foregoing, the Surety s liability under theGuarantee is restricted to Rs. _(Rupees _).
5. This Guarantee shall remain in force and effective up to___.
6. The Surety will make the payment pursuant to the Demand issued by OSCSC notwithstanding any dispute or disputes raised by the Tenderer against OSCSC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the surety s liability under this Guarantee being absolute and unequivocal.
7. Any forbearance, act or omission on the part of OSCSC in enforcing any of the conditions of the said Tender or showing any indulgence by OSCSC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under thisGuarantee shall be discharged only on the written intimation thereof being given to the Surety by OSCSC.
8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before.....the Surety shall be discharged from all liabilities under Guarantee thereafter.
9. The Surety has the power to issue this Guarantee under its Memorandum and Articlesof Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED

For and on behalf of

(Bankers Name and Seal)

For and on behalf of above named

Bank

APPENDIX-VI

Proforma of Work Experience Certificate to be produced by the Tenderer

Sl. No.	Name of the Client / Customer	Natureof the work /Contract executed	Contract Period	Product transported	Volume of Work Handled In MT	Total Value Of work / Contract executed	Financial Year Wise BreakUp of the work/ Contract Executed		Whether work executed satisfactorily (Yes/No)	Remarks
							FY	Amount		

Appendix - VII

Name of the Sub-division/ Block	Contract Value	Cash Security @ 5%of Contract Value	Bank Guarantee @ 5% of Contract value

Appendix-VIII

List of Documents Attached/ Uploaded

All supporting documents except tender document have to be signed, scanned, and uploaded in Technical Bid. Price Bid has to be scanned and uploaded at the requisite places in the e-Procurement System.

List of documents.

1. Forwarding Letter – **Appendix- II**.
2. Technical Bid - **Appendix – III**.
3. Work Experience – **Appendix – VI**.
4. Details of Own vehicles in possession of the Tenderer.
5. Details of Hired vehicles in possession of the Tenderer.
6. Attested copy of Registered Deed of Partnership/Memorandum and Articles ofAssociation/ By-laws/ Certificate of Registration etc. as applicable.
7. Power of Attorney of person signing the tender.
8. Duly audited P & L account and Balance sheet for 3 financial years. i.e. F.Y 2020-21, 2021-22 & 2022-23 shall be submitted along with Tax Audit Report U/s 44AB wherever applicable.
9. Copy of income Tax Return for F.Y. 2020-21, 2021-22 & 2022-23.
10. Copy of GST registration certificate, if available.
11. Affidavit mentioning that She/he/firm/Company is not block listed as per format at **Appendix-IX**.
12. Tender submission undertaking – **Appendix-X**
13. Registration Certificate under "The carriage by Road Act 2007 & The carriage by Road Rule 2011" issued by State Transport Authority (STA)/ Regional Transport Authority (RTA).
14. Copy of documents in support of deposit of Tender Document fees of Rs.1000/- and EMD.
15. Particulars of vehicles owned/ hired – **Appendix – XI/ XII**.
16. Capability Certificate from Bank.

Signature of Bidder/ Authorized Person

Appendix-IX

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

I, Sri/Smt._____ Aged about_____

S/o./D/o./W/o._____Proprietor/Partner/

Director of M/s._____At-_____Po-_____

P.S-_____, Dist-_____do hereby solemnly affirm and state as follows:

1) That pursuant to the tender call notice dt._____of OSCSC Ltd. for appointment of Transport Contractor for transportation of paddy, I/my firm/company am/is an intended bidder to participate in the said tender process.
2) That as per terms & conditions of the tender documents, I am to declare that, I/my firm/company have not been blacklisted by any Central/State Govt. Organisation or by any Public Sector undertakings of the State/Central Govt.
3) That I/my company/firm/directors of the company/ partners of the firm have not been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more.
4) That this affidavit is required to be produced with tender paper before the authorities of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-12, Khordha.
5) That the facts stated above are true to the best of my knowledge and belief. if the above declaration is found false/ not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract as per Clause-B (xii) (g) of tender documents and my other agreements with OSCSC shallalso be liable for termination. Apart from above, my Security Deposit may also be forfeited.

Identified by me

Deponents

Advocate

The above deponent being present before me & duly identified bySri _____, Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent Executive Magistrate/Public Notary

(The above Affidavit shall be made in a Non-Judicial Stamp Paper worth Rs.10/-)

Appendix-X

TENDER SUBMISSION UNDERTAKING

Date:_____

To,

_____

Sub: Acceptance of Terms & Condition of Tender.

Tender Reference No : _____

Name of Unit applied : _____

Dear Sir,

1. I/We have downloaded / obtained the tender documents(s) for the above mentioned 'Tender/Work' from the web site(s) as per your advertisement.
2. I / We hereby certify that I / we have read the entire terms and conditions of thetender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum (s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender documents(s)/corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under the law.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Appendix-XI

DETAILS OF OWN VEHICLES IN POSSESSON OF THE TENDERER

1. **OWNED VEHICLES**:

Sl. No.	Vehicle No.	Name of the Owner	Capacity in MTs	Year of Registration on	RTA Permit No.& Validity Up to	Fitness Validity Up to	FORM24B ValidityUP TO	Insurance Validity Up to
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

I hereby declare that the above vehicles are not declared in any other transportationcontracts with OSCSC Ltd i.e. Paddy/ CMR Transportation or any other.

Signature of the TenderName:

Appendix-XII

DETAILS OF HIRED VEHICLES IN POSSESSON OF THE TENDERER

1. **HIRED VEHICLES**:

Sl. No	VehicleNo.	Name of the Owner	Capacity in MTS.	Year of Registration	RTA PermitNo. & Validity Up to	Fitness Validity Up to	FORM 24 B Validity UP TO	Insurance Validity Up to	Agreement with theowner up to
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									

I hereby declare that the above vehicles are not declared in any other transportationcontracts with OSCSC Ltd i.e. Paddy/ CMR Transportation or any other.

Signature of the

TenderName:

PART – B

FINANCIAL BID

(Paddy)

PRICE BID

Instructions

a)

Distance Range	Schedule of Rate (In Paisa Per Qtl/Km) (Fixed)
0-08 Km	18.47 (Flat per Quintal)
09-20 Km	0.52
21-40 Km	0.52
41-80 Km	0.43
81-100 Km	0.43
101 & above	0.43

Rate for transportation shall be mentioned for the Sub-Division/ Block as prescribed inthe specified location only in the protected Bill of Quantities (**online BoQ**). Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (online BoQ) by the bidder shall result in disqualification of the bidder. Rate includes all taxes, duties, cess etc. and no other charges would be payable.

b) Rate shall be quoted for transportation of paddy at either on Schedule of Rate (SoR) or Above Schedule of Rate (ASOR) or Below Schedule of Rate (BSOR).

c) Only the FINANCIAL BID of a qualified bidder on scrutiny of TECHNICAL BID shall beconsidered and opened.

d) Bidders are to submit only the original BoQ (in. xls format) uploaded by Officer Inviting Tender after entering the relevant fields without any alteration/ deletion / modification.

e) Multiple BoQ submission for a unit by bidder shall lead to rejection of tender.

f) Instruction for Filling-up of BoQ Formats: -

The details of instruction for filling-up of BoQ format is given as under.

1. The bidder is required to follow the SoR mentioned in the tender document.
2. The SoR has been reflected in the BoQ format in the text row.
3. The bidders are required to fill-up the BoQ format in the active cells only.
4. The bidder is required to move its cursor to the row mentioned as 'Quoted Rate

in Figures' and then move to the select option to choose any one of the drop-downbox i.e.'excess' or 'less'.

5. Then the bidder shall move to the next column i.e. 'Percentage rate' to choose the percentage option then enter a valid percentage rate.
6. Such valid percentage rate shall mean either excess or less as pre-filled by the bidder.
7. In case the bidder desires to quote the rate at par with the SoR, then the bidder needs to quote 0% in the desired column on selecting either 'excess' or 'less' in the drop-downbox.
8. In case the bidder fails to quote any percentages in the desired active cell or leaves thecell as blank, then the bid shall be treated as non-responsive bid or cancelled bid.
9. The rate to be quoted in percentile only in the prescribed 'BoQ' format only. Such percentile quoted in the desired column shall be the decision factor to find out the L1 bidder in the tendering process. The rate quoted other than the BoQ format shall not be considered at this end.
10. Any further clarification as will be required by the bidder during the bidding process or during filling up of BOQ format, may contact the Officer inviting the bid / GM (Procurement) OSCSC Ltd. during official hour.