



GOVERNMENT OF ASSAM

ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY

3rd Floor, Directorate of Inland Water Transport, Assam::Ulubari, Guwahati-781007:: email: dir.iwtds-as@gov.in, Tel: 0361-2462677

Request for Quotation For SMS Gateway Services

Employer : Assam Inland Water Transport Development Society

Project : Assam Inland Water Transport Development Project

Contract title : **Request for Quotation for SMS Gateway Services for E-Ticket booking.**

Country : India

Loan No. /Credit No. / Grant No.: IBRD Loan No. 9026 –IN

1. Government of India has received loan for financing from the World Bank equivalent to US\$ 88 Million towards the cost of the Assam Inland Water Transport (AIWT) Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for “**Request for Quotation for SMS Gateway Services for E-Ticket booking**”.
2. The AIWT Project in Assam state is being implemented by Assam Inland Water Transport Development Society (AIWTDS), which is an autonomous society registered under the Societies Registration Act.
3. The Assam Inland Water Transport Development Society now invites Quotation from eligible reputed and registered Firms/Companies/ Agencies having requisite eligibility for SMS Gateway Services for E-Ticket booking.
4. Quotation process will be conducted through open competitive procurement using a Request for Quotation (RFQ) as specified in the “Procurement Regulations for IPF Borrowers, July 2016, Revised November 2017, July 2018 and November 2020 (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations.
5. The Quotation document is available online on <https://gem.gov.in>, and quotationers will be required to register on the GeM-portal, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website/GeM-portal is also downloaded and incorporated

6. This GeM-Procurement notice includes the terms and conditions applicable to submission of quotations; criteria for qualification, evaluation, and for award of Contract(s); and relevant forms to be filled by the bidders. AIWTD Society has not issued a separate RFQ document for this purchase. The GeM-Procurement notice including the terms and conditions etc. can be downloaded free of cost by logging on to the website <https://gem.gov.in>.
 7. Quotation must be submitted online on <https://gem.gov.in> on or before the deadline for submission of quote, and will be opened online at the specified time and date for opening of quote, as given below. Hardcopy will not be accepted.
 8. A Virtual Pre quote meeting will be held through video conferencing, **15.05.2025 at 12:00 hours**. The person attending the pre bid conference should express their interest through an email request to dir.iwtds-as@gov.in latest by 16:00 hours on or before 14.05.2025 indicating the Name and e-mail id of representative(s) who wish to participate in the meeting. A link will be sent to those email ids to participate in the meeting.
 9. The dates of quotations of are as below :
 - (a) Date of commencement for
download of quotation document : Refer to the GeM bid Document
 - (c) Last date and time for : Refer to the GeM bid Document
 - Submission of quotation
 - (d) Time and date of : Refer to the GeM bid Document
 - opening of quotation
 10. Quotations shall be submitted through <https://gem.gov.in>. Any quotation or modifications to quotation received outside GeM-procurement system will not be considered. The GeM bidding system would not allow late submission of quotations.
 11. All Bids must be accompanied by a bid securing declaration as per form provided in the RFQ.
 12. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
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13. The address for communication is as under:

- (a) Designation of Officer: State Project Director
- (b) Official Address: Assam Inland Water Transport Development Society, 3rd Floor, Directorate of IWT Assam, Ulubari, Guwahati 781 007
- (c) Email: dir.iwtds-as@gov.in
- (d) Telephone: +91 361 2462677

Sd/-

Aditya Vikram Yadav, IAS

State Project Director

Assam Inland Water Transport Development Society,
3rd floor, Directorate of Inland Water Transport, Assam,

Instructions to bidder:

1. Scope of Work:

Transactional SMS Services

1. AIWTD Society invite bids from eligible service providers for the procurement of 10 Lakhs per year Transactional SMS services. These SMS will be utilized by the AIWTD Society for the application as multiple messages shall be sent to the passengers who booked ticket online.
2. The system shall be capable of delivering the messages in any language as required by AIWTD Society.
3. The selected bidder will maintain total SMS delivery report with proper acknowledgement. About 10 Lakhs SMS are expected to be covered per year.
4. The selected bidder shall be responsible for delivery on time SMS after booking of e-ticket by the passenger i.e. 24*7 basis.
5. The selected bidder should be able to Send SMS to registered mobile numbers integrated with IT systems and all others applications as per the requirement of AIWTDS.
6. SMS Volume: 10 Lakh Transactional SMS with a validity of 1year.
7. The system shall be capable of delivering the messages in any language as required by Purchaser.
8. The message will be counted as one SMS and the character limit will be decided by the authority.
9. SMS API link for integration with the AIWTD Society platform must be provided.
10. Dashboard access to monitor SMS delivery, view balance, and track undelivered SMS must be included.
11. SMS services activation must be completed within 7 days of the contract award.
- 12 Bidders shall have to ensure delivery across all telecom service providers.
13. SMS services must be Unicode compliant and support a whatever size is required by the authority.
- 14.The selected bidder will maintain total SMS delivery report with proper acknowledgement. About 10 Lakhs SMS are expected to be covered
15. The SMS Gateway services are required for a period of 12 **(Twelve) months** from the date of operational acceptance of the system. However, AIWTDS reserves the right to extend the services beyond the expiry of the contract period for a suitable time period at its sole discretion, at the same rate at which contract was awarded or as per mutually agreed terms and conditions, after observing the performance of the bidder during the entire duration of the project and mutual consent from both sides.

16. The selected bidder should be able to **Send SMS** to registered mobile numbers integrated with IT systems and all others applications as per the requirement of the purchaser as and when changes occur. Selected Bidder will be responsible for modification as per the requirement of purchaser.

17. Service provider shall coordinate with TRAI to ensure delivery of SMS to both DND/Non-DND number.

2. INSTRUCTIONS FOR SUBMISSION OF BID:

1. The bid must be submitted through GEM only.
2. The bidder must submit a document check list mentioning page number of the document. No need to submit the same document repeatedly in different folder/file. The document must be serialized with page number without repeated page number/documents.
3. Bidders must mention the proper registered office and correspondence address, working phone no/mobile No., and email ID. No sub/additional addresses will be accepted.
4. The AIWTD Society reserves the right to change the opening time and date of the tender for administrative reasons by notifying the same on the website. This Department will not be liable for any delay in submission of tenders that may arise because of any system errors.
5. Authority reserves the right to amend, vary or rescind any provision (s) of this tender or rectify any typographical error (s) at any time subsequent to floating of this E-tender. i. Interested and eligible bidders may obtain further information or clarification from the office of the Assam Inland Water Transport Development Society, 3rd Floor, Directorate of IWT Assam, Ulubari, Guwahati 781 007 Email: dir.iwtds-as@gov.in Telephone: +91 361 2462677. AIWTD Society reserves the right to cancel the bid at any time without assigning any reason thereof.

3.ELIGIBILITY CRITERIA:

1. The bidder shall have to submit upto date valid Trade License/ Company registration.
 2. The bidder shall have to submit PAN & GST Registration Certificate.
 3. The Bidder shall have to submit Income Tax Return for the financial year 2023-24.
 4. The bidder shall have to submit Power of Attorney to the authorized Signatory of the bidder to sign the bid document, in case if the bidder in person do not sign.
 5. The bidder should have experience and past performance for successful execution of similar nature of works i.e. SMS transaction of minimum 10 lakhs messages in last 3 years (FY 2021-22, 2022-23 & FY 2023-24) to any Central / State Govt. Organization / PSU. The bidder shall have to submit work order copy.
 6. Profile of Bidder- Details.
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7. The bidder must have an average annual turnover of minimum Rs. 5.00 lakhs in last three financial years (2021-22, 2022-23 & 2023-24). Audited Balance Sheet certified by CA to be furnished accordingly with UDIN No.
8. The bidder must have positive net worth ending 31st March of last three financial years (FY (2021-22, 2022-23 & 2023-24). – Certificate from the CA need to be provided with UDIN No.
9. The Bidder should not have been blacklisted by Central/State Government/PSU entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal – Undertaking by the authorized signatory need to be provided duly Notarised.
10. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings of bankruptcy. Bidder to provide duly signed undertaking to this effect with the bid.
11. Bidder's offer is liable to be rejected if they don't upload any of these certificate(s) / document(s) sought in the Bid document.

4. BID PRICE

1. The contract shall be for the whole of the services as mentioned in the Terms of reference.
2. The successful bidder(s) shall be entirely responsible for all charges like GST, stamp duties, licence fees, insurance, delivery charges, packaging, levies as applicable.
3. Once offered, the rate remains fixed and must not be subject to change at any reason within the period of the validity of the bid and contract.
4. The rates should be quoted in Indian Rupees only.
5. Any cost incurred due to delay of any sort, which is attributable to the bidder(s), shall be borne by the bidder(s).

5. TERMS AND REFERENCE:

1. All the statements, documents, and certificates submitted by bidders should be signed and sealed by the authorised signatory of the bidder, who owns responsibility for their correctness/authenticity.
2. Data Sheets of the product offered in the bid are to be submitted along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3. AIWTD Society, shall be under no obligation to accept the lowest quotation. Further, the AIWTD Society reserves the right to reject any or all of the tenders without assigning any reasons.

6. PERFORMANCE SECURITY:

Within 10 days of receipt of LOA, the agency shall furnish to the AIWTD Society a performance security in the form of Performance Bank Guarantee or Fixed deposits pledged in favour of “Assam Inland Water Transport Development Society”, from an Indian Nationalized Bank or any Scheduled Bank in India for an amount equal to (5) five percent of the originally awarded contract price by way of guarantee valid till one month beyond the Contract period as mentioned in the LOA/Contract for the due and faithful performance of the contract along with the other terms and conditions agreed upon.

7. AMENDMENT OF BIDDING DOCUMENTS:

1. At any time prior to the deadline for submission of bids the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the Bidding Documents by amendment and such modification(s), if any, shall be placed in the GeM Portal. All amendment in the bidding document will be uploaded in the GeM and will be binding upon the prospective bidder(s). All the prospective bidder(s) are requested to keep themselves informed regularly regarding the amendment if any, in GeM Portal.

2. Any amendment in the bidding document, as uploaded in the GeM Portal shall be binding on the prospective bidder(s).

3. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.

4. Bidder(s) can modify their bid prior to deadline of submission of bid. Bid cannot be modified after the deadline of submission of bid.

8. LANGUAGE OF BID:

1. The Bid prepared by the Bidder as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language but they shall have to be accompanied by an accurate translation of relevant passages in English language. For the purpose of interpretation of the bid, all the transaction shall be governed by English language.

9. PERIOD OF VALIDITY OF BIDS:

1. Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by letter or e-mail). The bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

10. NON WAIVER:

No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party shall be prejudiced or affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, duly dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it has been waived.

11. NOTIFICATION OF AWARD:

The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily. The successful bidder, upon receipt of the LOI, shall furnish the required Performance Security in the form of an Account Payee Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee from a commercial bank and shall have to sign a contract agreement with AIWTD Society within the stipulated time, failing of which the successful bidder shall be liable to be blacklisted and barred from participating in any future BID.

12. AWARD OF CONTRACT:

1. The purchaser will award the contract to the L1 bidder.

13. SIGNING OF CONTRACT AGREEMENT:

The successful bidder will have to sign a contract agreement in a non-judicial stamp paper (stamp Paper to be provided by the bidder) **CONTRACT PERIOD:** The contract shall be valid for a period of one year from the date of signing of contract.

14. CONTRACT PERIOD:

The Contract shall be valid for a period of one (01) year from the date of commencement of the service which may be extended at upon authority's discretion and as per requirement. The Consultant shall take over and commence the service within 10 days from the date of issue of Letter of Award and signing of Contract Agreement. If the Consultant commits default in the commencement of service within 10 days of issue of LOA, the AIWTD Society shall without

prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the Performance Security.

15. PENALTY CLAUSE FOR DELAY AND UNSATISFACTORY PERFORMANCE:

1. Liquidated Damages: If the Bidder fails to deliver the Services within the original/re-fixed not period(s) specified in the contract, the Purchaser 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 without any controversy/dispute of any sort whatsoever.

16. TERMINATION FOR DEFAULTER AND BLACKLIST:

The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part and may blacklist:

- (a) If the successful bidder fails to sign the Contract
- (b) If the successful bidder fails to deposit performance security
- (c) If the Bidder fails to render services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser
- (d) If the Bidder fails to perform any other obligation(s) under the Contract;
- (e) If the Bidder, in the judgment of the Purchaser, is engaged in any corrupt or fraudulent practices in competing for or in executing of the Contract, in such event the Purchaser may terminate the Contract in whole or in part. The purchaser may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the Bidder shall be liable to bear any additional cost incurred by the Purchaser for such similar services. In that case, the Bidder shall continue the performance of the Contract had it not been terminated to the extent of recovery of additional cost, if any.

17. FORCE MAJEURE:

“Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

- a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;

- c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
- d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
- e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster.

18. DELAY IN THE BIDDER'S PERFORMANCE:

1. The performance of the services shall be made by the bidders in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
2. If at any time during performance of the Contract, the bidder should encounter conditions impending timely performance of Services, the bidder shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). On receipt of the bidder's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the bidder's time for performance with liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
3. A delay by the bidder in the performance shall render the bidder liable to the imposition of liquidated damages unless an extension of time is agreed upon.

19. PAYMENT:

1. The Bidder's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, Services performed with delivery challans duly acknowledged by the concerned officials, and by documents submitted pursuant as per the terms and conditions and up-to the fulfilment of other obligations stipulated in the Contract. No advance payment is allowed.

20. GOVERNING LAW:

The contract shall be governed by and interpreted in accordance with the Laws of Union of India. All legal matters arising out of the bidding process can be taken up at the courts competent to entertain that matter in Guwahati only.

21.RESOLUTION OF DISPUTE:

1. The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or disputes arising between them under or in connection with the Contract

2. If, after 30 (thirty) days from the commencement of such informal negotiation, the Purchaser and the Bidder have been unable to resolve amicably a Contract dispute, the same shall be referred to the sole arbitration of the State Project Director, AIWTD Society or any other person appointed by him/her as the ARBITRATOR. The award of Arbitration shall be final and binding on the parties. The place of Arbitration proceeding will be Guwahati. Any dispute which cannot be settled by the Arbitration process is justiciable in the courts within the jurisdiction of Gauhati High Court.

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-05-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-05-2025 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Assam
Department Name/विभाग का नाम	Transport Department Assam
Organisation Name/संगठन का नाम	Assam Inland Water Transport Development Society
Office Name/कार्यालय का नाम	Oo The Addl State Project Director AiwtDs
क्रैता ईमेल/Buyer Email	con2.aiwtDs.as@gembuyer.in
Item Category/मद केटेगरी	Bulk SMS Service (Version-2) - Transactional SMS; Domestic SMS, International SMS; Very High; MTNL, BSNL, Jio, Airtel, Vi; License service provider, Telemarketer license holder, Authorized Channel Partner of Mobile Telecom Operator; Delivery within..
Contract Period/अनुबंध अवधि	7 Month(s) 4 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	5 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

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

Beneficiary/लाभार्थी :

Sr. PCMS

Oo the Addl State Project Director AIWTDS, Transport Department Assam, Assam Inland Water Transport Development Society,
(Santosh Biswa)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1746703919.pdf](#)

Bulk SMS Service (Version-2) - Transactional SMS; Domestic SMS, International SMS; Very High; MTNL, BSNL, Jio, Airtel, Vi; License Service Provider, Telemarketer License Holder, Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within.. (1000)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Classification of Bulk SMS Services	Transactional SMS
Type (territorial classification)of SMS Service	Domestic SMS , International SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	MTNL , BSNL , Jio , Airtel , Vi
Status Of Bulk SMS of Service Provider	License service provider , Telemarketer license holder , Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	Others/ As defined in Scope of Work
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
Addon(s)/एडऑन	

Specification	Values
Long Code Number Rental Required	NA
Virtual Mobile Number Required	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	Additional Requirement/अतिरिक्त आवश्यकता
1	Santosh Biswa	781007, Office of the Addl. State Project Director, Assam IWTDS Society, 3rd Floor, Directorate of Inland Water Transport, Ulubari, Guwahati - 7	1000	N/A

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

1. Generic

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

2. Buyer Added Bid Specific ATC

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

3. Certificates

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which

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

---Thank You/धन्यवाद---