

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-05-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-05-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Military Affairs
Organisation Name/संगठन का नाम	Indian Army
Office Name/कार्यालय का नाम	*****
क्रेता ईमेल/Buyer Email	pncgkolk4-mes@nic.in
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - MUV; 2000 km x 320 hours; Outstation 24*7
Contract Period/अनुबंध अवधि	11 Month(s) 5 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes

Bid Details/बिड विवरण	
RA Qualification Rule	H1-Highest Priced Bid Elimination
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	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	13

(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 :

Major
GE (I) (CG&N) Kolkata
(Deshdeep Bahl)

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. 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 also be allowed to participate in RA in following cases:
- If number of technically qualified bidders are only 2 or 3.
 - If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - 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
 - 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

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):2

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):2

Minimum years (up to 5 years) of experience in related field:5

Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:2

Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:2

Geographic Presence in States:West Bengal

Scope of Work:[1744189569.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - MUV; 2000 Km X 320 Hours; Outstation 24*7 (2)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Tata Xenon , Tata Xenon Yodha
Usage Variant	2000 km x 320 hours
Type of Service	Outstation 24*7

Specification	Values
Year of Vehicle Model	2024
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Diesel
Addon(s)/एडऑन	

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 Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Kolkata	2	<ul style="list-style-type: none"> Duration in Months for which service is required : 11

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. Generic

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

3. Buyer Added Bid Specific Scope Of Work(SOW)

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

4. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

5. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

6. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

7. **Vehicle Hiring(MoD)**

Agents / Agency Commission

The Seller confirms and declares to the Buyer that the Seller is the original provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift the Seller will be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

8. **Vehicle Hiring(MoD)**

Access to Books of Accounts

In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

9. **Vehicle Hiring(MoD)**

Accident & Insurance

- 1.The Seller shall undertake to produce evidence to the satisfaction of the Buyer that the insurance company, with which insurance all vehicles being tendered under this contract has been affected, has received notice(s) that the Government is interested in the policy of insurance.
- 2.Seller agrees and will be responsible, for any untoward happening like accident / death of drivers during duties and Seller will not claim any compensation from the Government.
- 3.The Seller shall indemnify the Government against any claim action or demands relating to any accident or damage that may occur to any vehicles(s) and driver(s) employed by the Seller under this contract or to any person involved in such accident.
- 4.In the case of any accident, the Seller or his / her representative will inform the nearest Police Station. Court of Inquiry as in case of Army vehicle will be conducted and the decision of the Indian Army in this regard shall be binding and final.
- 5.In case of any accident during the performance of the duty, the cost of damage to the vehicle will be borne by the Seller. No compensation will be given by the Army authorities.

10. **Vehicle Hiring(MoD)**

RISK & EXPENSE

Rejection of Vehicles, as described above, or on account of Seller's failing, declining, neglecting or delaying to comply with any requisition or otherwise not executing the same in accordance with the terms of the contract, the consignee or his / her successor in office shall be at liberty (without prejudice to any other remedy the Government may have on account of any claim for compensation against loss and inconvenience caused by such breach or non-performance of the contract) to hire from any other source, at Seller's risk and expense, such services as may have been rejected or that Seller may have failed, declined, neglected or delayed to supply.

11. **Vehicle Hiring(MoD)**

RISK & EXPENSE

Extra expenditure, if any, on account of risk and expense purchase of the service made by the Government as above, will be deducted out of Seller's payment of bills due to the Seller or from Performance Guarantee.

12. **Vehicle Hiring(MoD)**

RISK & EXPENSE

In the event of vehicle(s) arranged from other sources at risk & expense of the Seller in accordance with the terms of the contract, the amount of excess incidental expenditure, if any, involved in having to meet the complete demand out of Civil Hired Transport, will be in addition to the amount recoverable from Seller, for making such arrangement and be charged from Seller.

13. **Vehicle Hiring(MoD)**

RISK & EXPENSE

Seller agrees to pay hire charges for the Government transport supplied, if any, to Seller on request in case of failure of transport services due to any cause(s), at the rates fixed by the Government in accordance with orders which may be current at the time the transport is hired. Seller clearly understands that the aforesaid clause does not in any way bind or obliges the Government to provide the Seller with the services. The decision of the consignee in this matter will be final and binding on Seller.

14. **Vehicle Hiring(MoD)**

The Risk & Expense Clause will be executed in offline mode as there is no functionality available on GeM.

15. **Vehicle Hiring(MoD)**

Common Terms for All Types of Vehicles Required Under the Contract

All Vehicles tendered will be registered/approved by the concerned RTO/RTA as commercial transport and all taxes paid on due date.

1. For operation of the contractual obligations in the protected areas / States, where & when required, all drivers and other staff employed will be in possession of inner line permit / validated card issued by the civil administrative authorities.
2. A valid route permit is held for each and every vehicle provided to the Government under this agreement.
3. ON MILITARY DUTY board will be displayed on the vehicles under the contract only when hired by the Buyer.
4. Vehicles will fumigate/disinfect against infectious diseases, if any, as desired by military authorities. All expenses in this connection will be borne by the Seller.
5. Seller cannot claim to be issued with Petrol/ Diesel/ Fuel/ Oil/ Lubricants, either free or on payment for his vehicles, from military sources.

16. **Vehicle Hiring(MoD)**

Demand of Vehicles & Transport Indents

The civil vehicles required under the contract include those for conveyance of stores, officials, personnel and civilians of Army, Navy, Air Force, Para Military Forces, Central/State Governments and Nationals of other countries for whose subsistence Government of India accepts responsibility and who happen to be or come into the area covered by the contract.

1. Sellers accredited representative will report to the consignee at the designated time and place for collecting the demand of transport required and the transport will be provided by the seller on the date and time specified.
2. In case Seller/or accredited representative does not report, the demand of transport dispatched by post/ through dispatch rider / message on the last known address / mobile number of the Seller / accredited agents of the Seller by the consignee will be taken as received by the Seller and normal procedure for hiring of transport at risk and expense of the Seller will be initiated in case of failure on part of the Seller.
3. Normally 24 hour notice will be given for provision of a vehicle. In cases of urgent military necessity, the transport may be demanded over the telephone. In such cases covering indents will be submitted by the consignee / indenting unit.
4. Seller shall have no objection to the increase/decrease of the demand of vehicle placed by the consignee, provided such changes are made within six hours in advance. However, a demand placed earlier may be cancelled at the last moment even on arrival of the vehicle for duty at reporting point / parking area.
5. Transport indented for by the consignee will be supplied at the time and place given in the order issued by consignee/ authorized representatives. All vehicles will report to nominated reporting place / vehicle parking area as specified by the consignee or their authorized representatives. No vehicle driver will be permitted to leave the vehicle unattended.

6. Seller or accredited agent(s) will initial the Car Diary at the time of commencement of duty and obtain full signature of officer using the vehicles.
7. Time and Kilometer of duty will commence at the parking area / reporting point as specified by consignee. No extra Km / time will be given for vehicle to report from garage or return.
8. On completion of duty, signature of the consignee / his / her representative on the Car Diary and other relevant documents will be obtained.
9. Seller shall undertake to complete the service within the reasonable specified time as required by the consignee and Seller shall employ such transport as will be necessary to complete the service within the specified time.

17. **Vehicle Hiring(MoD)**

Deliveries

Seller will adhere to the time permissible to travel the distance on the specified route as per the instructions which will include routine halts, halts due to security reasons imposed by the Civil/Army authorities, convoy timing if any, repairs en-route repair / maintenance timing and so on to ensure the official(s)/stores reach the destination in time. However, if the vehicle is not able to reach the destination by the expected time of arrival the driver will get his / her copy of transport indent endorsed from Civil Police authority and Army TCP stating the reasons for delay.

1. With respect to delivery of vehicle(s) /service(s) from one station to the other, the time taken for the same shall be in conjunction with the distance travelled on the basis of speed/KM ratio and type of terrain. In case of any contingencies occurring en-route, like vehicle breaking down, it would be entirely binding upon the Seller to arrange for a relief vehicle.
2. Seller shall deliver the goods at the destination. In case the Seller is unable to do so due to accident / breakdown of vehicles or natural calamities, he will lodge a proper report at the nearest Police Station and also inform the consignee

18. **Vehicle Hiring(MoD)**

Deliveries

1. Any delay beyond stipulated number of days for various routes may be waived off by the Buyer (if circumstances were beyond the control of the Seller like road closure or adverse law & order situation) as follows:-
 - (a) Officer Operating the contract - 04 days (without penalty)
 - (b) Next Higher Army Authority - 10 days (with penalties as applicable, if there are no justifiable reasons).
2. Seller shall agree to carry/transport stores and personnel in load carriers and buses on fixed station to station contracts at any point/place indicated by the consignee or consignor within 50 km of starting station and unloading station without any additional charges (in long route contracts) in case such transport is diverted to another destination due to exigencies of service, provided general road and load carrying conditions are similar
3. No payment shall be admissible for any period of time spent on halts for food, water, rest, refueling, maintenance, repairs or for any other purposes, not specifically authorized by the Schedule/ consignee while employing the transport.
4. The pd/time for loading/unloading of veh will not be charged separately
5. If any retrenchment is made in payment of any bill (Invoice) submitted by Seller other than in respect of an ordinary audit objection and except in respect of recoveries under various clauses of this contract on which final decisions have already been given, such retrenchment shall be subject to an appeal, if preferred by Seller in writing within one month, to the Buyer, whose decision shall be accepted by Seller as final. If the retrenchment is withdrawn and submission of a fresh bill for the amount retrenched is sanctioned, Seller shall submit this bill with all necessary supporting vouchers, within fifteen days of such decision being given.
6. Army escorts and Dogs may travel in the transport from the starting point to the destination, if considered necessary, at no extra cost.
7. Sellers required to acknowledge receipts of all cheques issued in their favour, if sent by post, within 15 days from the date of their receipts. Failure on their part to acknowledge receipt will render Seller liable to forfeit the privilege of receiving cheques by post, unless a satisfactory explanation is furnished for default in this respect.
8. In case of any inconvenience/changes in any of the input items for transport like tyre/tubes, battery spare parts and Fuel, Oil & Lubricants items etc, no additional compensation will be liable to be paid during the contractual period and Seller will not ask any relaxation/variation of conditions.
9. OC unit / Consignor will issue a certificate for voluminous loads, if any, and payment will be made as per demanded vehicle capacity, when voluminous loads are loaded in a truck to its full volumetric capacity, which may weigh less than the carrying capacity of the truck. Also if fewer loads are loaded in the vehicle and mixing of any other load is not permitted due to operational/ technical reasons, payment up to the

payload capacity of the vehicle as demanded by the Buyer will be allowed on the basis of a certificate to this effect by the consignor.

10. For payment (Load Carriers only) a weighment slip obtained at the destination/ Correct Receipt Certificate by consignee will be mandatory.

19. **Vehicle Hiring(MoD)**

Emergencies & Restrictions

1. In the event of a state of emergency being declared by the President of India in the area where this contract is operational, and the control of civil transport is required to be taken over by the Civil or Military authorities, Seller agree to obtain Buyer's requirements for the purpose of this contract through and under the supervision of the same authorities and without extra cost to the Government, i.e., without altering the original tendered rate for hiring under the contract.
2. After the state of emergency has been declared by the President of India which covers the area in which the contract is held, the Buyer will have the sole discretion to decide the date from which the Military situation warrants the termination of the contract and such date will be communicated to Seller in writing and Seller agrees to accept this decision as fully binding from that date.
3. Seller will be liable to perform the duties detailed by the consignee/ his / her representatives, as and when detailed irrespective of the prevailing conditions in the Station or enroute for example natural calamities like flood, earthquake etc and during strike, civil disturbances / outbreak of hostilities. No additional compensation will be paid for such duties.
4. In the event of a road block, the Seller will provide vehicles through diversions routes at the same rates / terms and conditions.

20. **Vehicle Hiring(MoD)**

LIGHT VEHES

Light Vehicle CHT supplied by Seller will have the following fitments at no extra cost to the Buyer:-

- (a) One Star Plate on the front end of the vehicle and one Star Plate at the rear end the vehicle.
- (b) Flag rod at the front end (nose) of the vehicle.
- (c) Siren and Dome light (flashing) on the roof, if and when required.
- (d) Fire extinguisher.(Buyer can add in Buyer Specified ATC)

21. **Vehicle Hiring(MoD)**

Inspection / Rejection of Vehicles

The vehicles provided under this contract shall be according to qualitative standards as the Buyer shall approve.

1. The consignee or his / her authorized representative(s) or any other officer acting on behalf of the Buyer may, at any time, inspect the CHTs tendered by the Seller under this contract, physically or mechanically and Seller shall comply, without unnecessary delay, with any reasonable instructions or suggestions issued by such Officer consequent to such inspection.
2. Seller shall neither claim nor be entitled to payment for any damage that rejected transport may suffer or any other harm incidental to a full and proper examination and test of such transport.
3. Any CHTs rejected by any of the authorities on inspection, before or during use of the vehicle, will be replaced by Seller at once. Time spent for replacement will not be calculated for payment.
4. The officer to whom CHT services are to be provided may reject the transport, if in his / her opinion the transport provided does not meet the requisite qualitative standards.
5. Seller shall not charge or be paid for transport rejected as per provisions contained herein, and such transport shall be removed by Seller at his / her own expense.
6. If not replaced within an hour the contract-operating officer concerned may arrange the vehicle from any other source(s) at Seller's risk and expense. Any transport arranged from any source shall be charged at local market rate prevailing at the time.

22. **Vehicle Hiring(MoD)**

Load Carrier/CHTT

Maximum permissible weight to be loaded in a particular type of vehicle will be as per its RC/ instructions issued by respective RTO / RTA.

1. Any dispute as to the capacity of vehicles shall be determined by the consignee or an Officer acting on his / her behalf whose decision shall be final.
2. A representative of the Seller shall be allowed to supervise the loading/unloading at the loading/unloading installation.
3. Seller shall take all necessary precautions for proper loading and conveyance of stores fully protected

from loss or damaged due to water or fire or dust or shock or exposure to sun/dampness/ moisture etc. If there is any dispute as to what is necessary under this head, the same will be decided by consignee, whose decision shall be final.

4. In case of carriage of FOL products, the Seller / Driver will satisfy themselves that the seals of barrels /Jerrican /tins are intact at the time of collection / loading of vehicles.

5. Seller shall provide all gear (including serviceable loading ropes and water proof sheets and tarpaulins) for use on the CHTs in inclement weather.

6. Vehicles will neither be detained after loading nor will be diverted by the Seller / their accredited agents to any other duty other than authorized by the consignee, and will proceed directly to their destinations.

7. Seller will be responsible for safe carriage of stores/luggage/personnel and will not divulge to any one the nature of duty, destination and other information connected with defence efforts.

8. Seller will not be permitted to carry any unauthorized person/luggage and stores in the vehicle once hired.

9. In case the vehicle once hired by the consignee is found carrying double load ie the vehicle loaded from one depot / location is found carrying additional load of another vehicle hired by the consignee or any other agency, carriage charges of both the vehicles will not be paid.

10. No transshipment of the consignment by the driver / Seller will be permitted without prior permission of the consignee. In the event of breakdown of the vehicle en-route transshipment of military stores may be affected at Seller's risk/cost and immediate information of the same will be given to the consignee or his / her representatives on telephone. Any damage to military goods during such transshipment will be made good by the Seller without any representation as asked for by the Consignee.

23. **Vehicle Hiring(MoD)**

Miscellaneous

Any change in the constitution of the firms shall be notified forthwith by the Seller in writing to the Buyer and such change shall not relieve any former member, of the firm from any liability under the contract

1. No new partner/partners shall be accepted in the Seller's firm during the currency of this contract unless he/they agree to abide by all its terms and conditions and deposit(s) with the Buyer a written agreement to this effect.

2. Seller acknowledge that Seller has acquainted themselves with all the conditions, and circumstances under which the provisioning of vehicles required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other provisions of the contract and Seller(s) shall not plead ignorance of any of these as excuse in case of complaint against or of rejection of vehicles provided by Seller or with a view either to ask for enhancement of any rates agreed to in the contract or to evade Seller's obligation under the contract.

24. **Vehicle Hiring(MoD)**

Non- disclosure of Contract Documents

Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification or information thereof to any third party. Declaration duly signed on official Letter Head of the Seller as per format given at Annexure-I.

25. **Vehicle Hiring(MoD)**

Notices

Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail / airmail, addressed to the last known address of the party to whom it is sent.

26. **Buyer Added Bid Specific ATC**

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

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.

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

