

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-05-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-05-2025 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Military Affairs
Organisation Name/संगठन का नाम	Indian Navy
Office Name/कार्यालय का नाम	*****
क्रेता ईमेल/Buyer Email	anurag.kumar2@navy.gov.in
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 km x 320 hours; Local , Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500Km X 364 hours; Local , Vehicle Hiring Service - Per Vehicle-Day basis - Sedan; 2022 and above; Local; Hilly; 80Kms x 10Hrs; Round Trip
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	9 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience 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) *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?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
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	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	31842
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	29565
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	22500

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).	14

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

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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/लभार्थी :

MO(KARWAR)

Material Organization, Department of Military Affairs, Indian Navy, Ministry of Defence, Naval Base Karwar - 581308

(Ao Navy Karwar)

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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**Evaluation Method (Item Wise Evaluation Method)**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 Km X 320 Hours; Local	Number of Vehicles Required : 1
Schedule 2	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500km X 364 Hours; Local	Number of Vehicles Required : 1
Schedule 3	Vehicle Hiring Service - Per Vehicle-day Basis - Sedan; 2022 And Above; Local; Hilly; 80kms X 10hrs; Round Trip	Number of Vehicle-Days Required within the Contract Period : 300

Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 Km X 320 Hours; Local (1)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent
Usage Variant	2500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2022 and above
Km Travelled	0 to 30000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****UTTARA KANNADA	1	<ul style="list-style-type: none"> Duration in Months for which service is required : 12

Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500Km X 364 Hours; Local (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent
Usage Variant	2500Km X 364 hours
Type of Service	Local
Year of Vehicle Model	2022 and above
Km Travelled	0 to 30000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
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	*****	*****UTTARA KANNADA	1	<ul style="list-style-type: none"> Duration in Months for which service is required : 12

Vehicle Hiring Service - Per Vehicle-Day Basis - Sedan; 2022 And Above; Local; Hilly; 80Kms X 10Hrs; Round Trip (300)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
State	NA
District	NA
Zipcode	NA
Vehicle Type	Sedan
Vehicle Brand	Hyundai Xcent , Honda Amaze , Maruti Dzire
Year of Manufacturing	2022 and above
Type of Service	Local
Type of Terrain	Hilly
Usage Variant	80Kms x 10Hrs
Trip Type	Round Trip
Air Conditioning Required	Non-AC
Vintage Km(s)	0 to 30000 Kms
Fuel Type	Any
Addon(s)/एडऑन	
Night Hault	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 Vehicle-Days Required within the Contract Period	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****UTTARA KANNADA	300	<ul style="list-style-type: none">Maximum No. of Vehicles required in a Day/Event : 1

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. 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.

2. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 50 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 50 percent. Bidders are bound to accept the revised quantity or duration.

3. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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. **Service & Support**

The Service Provider must own 30% of the bid quantity of vehicles in Service Provider's name or in the name of the proprietor / partner of the Service Provider. Necessary documents relating to proof of ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles will be part of the fleet to be deployed by the Service Provider in case he gets the contract against this bid.

8. **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.

9. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

MO(KARWAR)
payable at
AO NAVY KARWAR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

10. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

MS, MO(KARWAR)

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

11. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

MO(KARWAR)

payable at

AO NAVY KARWAR

. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

12. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

MS, MO(KARWAR)

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Vehicle Hiring(MoD)**

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

20. **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.

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)**

LIGHT VEHS

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)

23. **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.

24. **Vehicle Hiring(MoD)**

Rescission of Contract

The Buyer may rescind the contract by notice to Seller in writing:-

- (a) If the Seller assigns or sublets the contract or, if Seller attempts to do so.
- (b) If Seller or any of his / her agents or servants shall:-
 - (i) Be guilty of fraud in respect of the contract, or any other contract entered into by the Seller with Government; or
 - (ii) Directly or indirectly give, promise or offer any bribe, gratuity, gift, loan, perquisite reward or advantage pecuniary or otherwise to any Officer or person in the employment of the Government in any way relating to such officer's / person's office or employment.
- (c) If any such Officer or persons, mentioned in / sub paragraph (b) (ii) of this Para, become in any way directly or indirectly interested in the contract.
- (d) If Seller or any of his / her partners become insolvent or apply for relief as an insolvent debtor or commence any insolvency proceedings or make any composition with creditors or attempt to do so or in the case of being a registered company, any order is duly made or any resolution is duly passed for winding up of the company.
- (e) If it should transpire that Seller is doing business conjointly with any other contractor(s) or that Seller is a partner in any other firm(s) on the Approved List of Contractors of Headquarters Command.
- (f) If Seller fails to deposit the Performance Bank Guarantee.
- (g) In case of such rescission, Seller's P BG (or such portion thereof as the Buyer shall consider adequate) shall stand forfeited and be absolutely at the disposal of Government, without prejudice to any other remedy action that the Government may have or take.
- (h) If this contract is for more than one station, its rescission under these conditions shall not be affected by the acceptance, meanwhile or subsequently, or supplies/services accepted or made at any station in ignorance of the rescission.
- (I) In case of such rescission the Government shall be entitled to recover from Seller on demand any extra expense the Government may be put to in obtaining supplies/services hereby agreed to be supplied, from elsewhere in any manner, for the remainder of the period for which this contract was entered into, without prejudice to any other remedy the Government may have.

25. **Vehicle Hiring(MoD)**

Recoveries

1.All monies or compensation payable by Seller to the Government under terms of the contract may be deducted from or realized by the sale of sufficient part of Performance Guarantee, or from interest arising there from or from any sums which may be due or may become due by the Government under this

contract or any other account with the Government.

2. In the event of Performance Guarantee being reduced by reason of any such deductions of sale as aforesaid or should the value of such receipts or securities depreciate in value during the period that they be held as such Performance Guarantee, Seller shall within twenty days from the date of Sellers being called to do so, make good in case of receipts or securities the amount required to complete the Security Deposit / Performance Guarantee to the original value.

3. Any sum of money due and payable to the Seller (including Performance Guarantee returnable to him / her) on account of this contract may be appropriated by the Buyer or the Government or any other person or persons acting on behalf of the Government of India and set off any claim of the Government or such other person or persons for the payment of a sum of money arising out of this contract or under any other contract made by the Seller with Government.

4. Any expenditure incurred by the Government through Army authorities in providing medical aid, repair, recovery and such other facilities which may not be readily available with civil authorities in remote and difficult areas would be recovered by the Consignee / Paying Authority from the bills of Seller or from the PBG lodged with Army authorities or by any other means the Buyer decides.

5. Seller shall be liable to pay rent for any military land if and when occupied by Seller in the course of the contract at a rate to be fixed by the Officer sanctioning the occupation of the land and intimated by Buyer.

6. Legal heirs and partners of the Seller shall be responsible to make good the loss/damage/depreciation caused to the Government stores by the Sellers employees at the prevailing local market rates along with the incidentals.

26. Vehicle Hiring(MoD)

Sellers / Accredited Agents, Drivers and Staff Employed by the Sellers

If the contract is not handled by Seller personally, the Seller will employ reliable accredited agent(s) holding power of attorney who may be approved by the consignee. Agent(s) considered undesirable by the consignee would be replaced by Seller within three days.

1. Seller and the accredited agent will give their full verifiable address and telephone numbers to the consignees where they can be contacted or the demand for the CHTs can be placed. Any change in the contact details will immediately be informed to the consignee.

2. All persons employed by the Seller in handling CHT vehicles under the contract shall be healthy and clean in person and clothing. They will be subject to medical examination as and when desired by the authorities concerned. Persons found to be medically unsuitable will be replaced without delay and time spent for replacement will be borne by the Seller.

3. Antecedents and character of all drivers and co-drivers will be verified by Police. Police Verification will be handed over to the consignee seven days before the commencement of contract. In case the driver or/and co-driver are changed for any reason, the Police Verification of the new incumbents(s) will be deposited with consignee within 24 hours of commencement of duty.

4. There should be nothing outstanding against the vehicles / persons employed by the Seller for this contract in records of any law enforcement agency.

5. Do's and Don'ts pertaining to dress of driver and his conduct with the user may be formulated and handed over by the consignee / users for strict compliance by the Seller/driver.

6. The etiquettes, conduct and behavior of the drivers should be sober, amicable and acceptable. At no stage the driver will be rude and retaliate/enter into an argument with the users.

7. Driver of a vehicle will be changed immediately, if so desired by the consignee or officer using CHT.

8. All CHT vehicle drivers will be in possession of a working mobile telephone.

9. The driver should be in possession of his / her driving license and requisite documents.

27. Vehicle Hiring(MoD)

Tax and Duties

Toll Tax/ Entry Tax/ Octroi Duty & Local Taxes. No separate payment would be made by the Buyer for Toll Taxes, Entry Taxes, Octroi duty and local Taxes, if any. The Seller should cater for these Taxes/ duties as part of Basic Rate quoted in the Bid.

28. Vehicle Hiring(MoD)

Payment for Local Duties (All Category of vehicle)

1. For application of extra hours / extra kms clauses in Local Duty; thirty minutes and above will be charged as one hour and time below thirty minutes will be ignored.

2. The payment for local duties will progress bracket wise. Each lower bracket will be considered to be crossed if any of the km or time of that bracket is crossed. Beyond the highest bracket i.e 8 hours / 80 Km or 10 hours / 80 Km (or as may be the highest bracket fixed for Local Duty in this contract) payment will

first be made for highest bracket and thereafter for extra hour or extra Km run whichever is more. Rates for per hour or per km will be applicable only after the highest bracket of Hours and / or Km is exceeded. 3. Since hiring for local duties is done on daily basis and the vehicle is de-hired at the end of the day, no night halt charges will be admissible.

29. 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.
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---