

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-05-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-05-2025 11:30:00
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	jitheshkt.607273-cgo@gov.in
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - Hatchback; 1500 km x 260 hours; Local
Contract Period/अनुबंध अवधि	11 Month(s) 2 Day(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/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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	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

Bid Details/बिड विवरण	
Estimated Bid Value/अनुमानित बिड मूल्य	2090000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	41800

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).	11

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

CWE

CWE Project Navy Vizag, Department of Military Affairs, Indian Army, Ministry of Defence

(Cwe Project Navy Vizag)

MII Compliance/एमआईआई अनुपालन

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

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

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

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

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band 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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1746006704.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - Hatchback; 1500 Km X 260 Hours; Local (5)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	Hatchback
Type of car (Please select at least 3 options)	Maruti Suzuki Swift , Hyundai i10 , Tata Bolt
Usage Variant	1500 km x 260 hours
Type of Service	Local
Year of Vehicle Model	2019
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Any
Addon(s)/एडऑन	

Specification	Values
Outstation night charges applicable	Yes

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	*****	*****Visakhapatnam	5	<ul style="list-style-type: none"> Estimated number of outstation nights per month per vehicle : 1 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

Registration / Empanelment Requirement: Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with

MSE/Central /State Govt/PSU

for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

3. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also

(besides PBG which is allowed as per GeM GTC). DD should be made in favour of

CWE Project Navy Vizag
payable at
Visakhapatnam

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

5. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

6. Buyer Added Bid Specific ATC

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

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)

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.

9. 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 alongwith the incidentals.

21. 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.

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---