

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	09-03-2026 18:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-03-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Defence Research & Development
संगठन का नाम / Organisation Name	Office Of Dg (aero)
कार्यालय का नाम / Office Name	*****
वस्तु श्रेणी / Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 1500 km x 320 hours; Local
अनुबंध अवधि / Contract Period	8 Month(s) 4 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	1 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	10

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

**लाभार्थी /Beneficiary :**

CE (A)  
CEMILAC, Marathahalli Post, Bengaluru 560037  
(Ce A)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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.
7. 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.

8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

9. 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:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. 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
- v. 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

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1**

**Geographic Presence in States:**Schedule 1: Bangalore and Schedule 2: Hyderabad

**Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::15**

**Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package:100**

**Monthly Basis Cab & Taxi Hiring Services - Sedan; 1500 Km X 320 Hours; Local ( 1 )**

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Toyota Etios
Usage Variant	1500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2023 , 2024 , 2025
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C

विवरण/ Specification	मूल्य/ Values
Area of Operation	Plains
Fuel Type	Any
एडऑन /Addon(s)	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****BANGALORE CITY	1	<ul style="list-style-type: none"> <li>Duration in Months for which service is required : 8</li> </ul>

**Monthly Basis Cab & Taxi Hiring Services - Sedan; 1500 Km X 320 Hours; Local ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Toyota Etios
Usage Variant	1500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2023 , 2024 , 2025
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
एडऑन /Addon(s)	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents****परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Hyderabad	1	<ul style="list-style-type: none"><li>Duration in Months for which service is required : 8</li></ul>

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

**2. Service & Support**

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

**3. Service & Support**

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

**4. 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.

**5. Generic**

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 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.

## 6. **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.

## 7. **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.

## 8. **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.

## 9. **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.

## 10. **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.

## 11. **Vehicle Hiring(MoD)**

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

## 12. **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.

### 13. **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.

### 14. **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

### 15. **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.

## **16. 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.

## **17. 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.

#### 18. **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.

#### 19. **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.

#### 20. **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.

#### 21. **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 8hours / 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.

#### 22. **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.

#### 23. **Generic**

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

License/Permission Issuing Authority of state or central government for running the subject business 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.)

## अस्वीकरण/**Disclaimer**

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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।/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.

**---धन्यवाद/Thank You---**