

बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|--|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 09-03-2026 13:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 09-03-2026 13:30:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 60 (Days) |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Finance |
| विभाग का नाम/Department Name | Department Of Revenue |
| संगठन का नाम/Organisation Name | Central Board Of Direct Taxes (cbdt) |
| कार्यालय का नाम/Office Name | Addl Commissioner Of Incometax Central Mangaluru |
| वस्तु श्रेणी /Item Category | Monthly Basis Cab & Taxi Hiring Services - SUV; 1800 Km x 320hours; Local 24*7 |
| अनुबंध अवधि /Contract Period | 2 Year(s) |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years) | 15 Lakh (s) |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service | 5 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),OEM Authorization Certificate,OEM Annual Turnover *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

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| 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 | 1 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 3 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 1 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | No |
| लागू आरसीएम/RCM Applicable | Yes |
| 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 |
| अनुमानित बिड मूल्य / Estimated Bid Value | 2520000 |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required | Yes |

ईएमडी विवरण/EMD Detail

| | |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

ईपीबीजी विवरण /ePBG Detail

| | |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

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

एमआईआई अनुपालन/MII Compliance

| | |
|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

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

जीएसटी की धारा 9(3)|Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

जीएसटी की धारा 9(3)| / Section 9(3) Of GST

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If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

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):3

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):3

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

Geographic Presence in States:DAKSHINA KANNADA DISTRICT

Monthly Basis Cab & Taxi Hiring Services - SUV; 1800 Km X 320hours; Local 24*7 (2)

तकनीकी विशिष्टियाँ /Technical Specifications

| विवरण/ Specification | मूल्य/ Values |
|--|---|
| कोर / Core | |
| Vehicle Type | SUV |
| Type of car (Please select at least 3 options) | Maruti Suzuki Ertiga , Toyota Innova , Mahindra Marazzo |
| Usage Variant | 1800 Km x 320hours |
| Type of Service | Local 24*7 |
| Year of Vehicle Model | 2022 , 2023 , 2024 , 2025 |
| Km Travelled | Upto 75,000 Kms |
| Air Conditioning Requirement | A/C |
| Area of Operation | Plains |
| Fuel Type | Any |
| एडऑन /Addon(s) | |

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

| जीएसटी पर इनपुट कर क्रेडिट /ITC on GST | जीएसटी उपकर कर क्रेडिट /ITC on GST Cess | लागू आरसीएम/RCM Applicable | रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM | रिवर्स प्रभार के अनुसार जीएसटी उपकार 1 /GST Cess 1 as per RCM | वैकल्पिक रिवर्स प्रभार /Optional RCM |
|--|---|----------------------------|---|---|--------------------------------------|
| NA | NA | Yes | 5% | NA | No |

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/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 | Harikrishnan P | 575001,ALBUQUERQUE HOUSE, OPP: FORUM FIZA MALL, PANDESHWAR, MANGALORE. | 2 | <ul style="list-style-type: none"> Duration in Months for which service is required : 24 |

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

1. Generic

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

THE TERMS AND CONDITIONS FOR PROVIDING VEHICLE SERVICES

General

1. The bidder / tenderer should be well established and should be an experienced agency/firm/individual having fleet of mentioned or similar vehicles. The bidder/tenderer should not be an employee or ex-employee or relative of any Department official/officer as per Dept. of Revenue Circular no. 13011/50/2016-Vig dated 23rd Sept 2016. Similarly, the bidder should not be a firm in which any employee or ex-employee of the Department has substantive interest.

2. The vehicle selected through tender process will be used exclusively for the Department's use for all seven days in a week. The Department prohibits use of selected vehicles by the vendor for any other purposes. The vehicle is expected to ply upto 1,800 K.Ms in a month. In case the vehicle plies more than the monthly limit as above (subject to point no.22), additional amount would be paid to the vendor as per agreed terms and conditions, subject to the overall limit prescribed by the Competent Authority. During the office hours, the vehicle shall be parked either in the office premises or at a place as decided by the O/o the Addl./Joint Commissioner of Income Tax, Central Range, Mangaluru.

3. The successful bidder shall have to provide the model type and number of vehicle. However, in case the successful bidder expresses his inability or fails to supply the desired vehicle so required, the offer will be made to the suitable

bidder as per GeM terms, as deemed fit, or the bid will be cancelled if the Department feels.

4. The Department reserves the right of selection of any particular type of vehicle over the other.

5. In the event of award of the contract to the bidder, prior to the execution of the contract, the vendor shall produce the vehicle along with all drivers in the office of the Department for physical verification/inspection before signing of the contract along with certified copies of RC book, comprehensive insurance policy of the vehicle and receipt of road tax payment, photograph of the driver with their present and permanent address, mobile no. and copy of driving license of the driver. The vehicle should comply with all legal obligation prescribed under various statutory laws in force.

6. During the period of the contract, the vendor shall not change the dedicated vehicle or the drivers as initially provided unless asked by this office. If due to any unavoidable circumstances either the vehicle or the drivers or both are to be replaced, the same is to be done with the consent of the Department. In case of breakdown, etc. of vehicle, the same should be replaced with a similar class/type of vehicle immediately. If the vendor withdraws the vehicle at anytime for repairs or for service of the vehicle or for meeting any other stipulations or otherwise without making proper alternative provision, this office shall be at liberty to hire a vehicle from market and in such a situation, the charges for such hiring shall be deducted from the dues of the vendor in addition to the levy of penalty of ₹1,000/-per day.

7. The Department shall not be responsible for any damages whatsoever to public / private property and/or to any third person due to any accident arising out of and in the course of deployment of the vehicle.

8. The vendor should have experience of running a fleet of vehicles on hiring basis for at least 5 years.

9. The Contractor shall ensure that there should be proper valid fitness Certificate in respect of Vehicle provided.

10. This contract shall be valid for a period of TWO YEARS and may be renewed

d for next one year (after the expiry of the contract period of 2 years) as per the present terms and conditions of the tender document and on explicit approval of the Competent Authority in the Department in this regard, unless terminated earlier for violation of any other terms and conditions mentioned here in the tender documents.

11. The bidder should not have been blacklisted or debarred by the Income-tax Department or any other Government Department. Signing/ subscribing to the terms and conditions an undertaking to this effect needs to be submitted.

12. The bidder shall abide by all extant laws related to taxes and levies as applicable to it. It will also comply with all existing Government regulation in respect of engaging of services of drivers. All legal obligation, in respect of the vehicle i. e. Road Tax, RTO registration and permissions etc and in respect of the driver i. e. minimum wages as per government regulation, social security etc. shall be the responsibility of the contractor. Any penalty levied by any authority during the contract period shall be borne by the contractor.

13. In case of any failure or omission due to natural calamities, hurricanes or due to any statute or regulations of the Government or because of any lockouts, strikes, riots, embargos of any political reasons or otherwise beyond the control of any party including war (whether declared or not) civil war or state of insurrection, the department/contractor will give notice to the other party at the earliest of the occurrence of such incidents that on account of the above event the notifying party has delayed the performance as it was beyond its reasonable control and it was not due to negligence or default on its part. The parties will be relieved of their respective obligations to perform, here under, for so long as the event of force major continues and to the extent their performances is affected by such an event of force major provided notices as above are given and the force measure is established as provided here in above.

14. In the event of any question, disputes or differences arising between the parties, relating to the interpretation and application of the provision of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of the Department. The decision of arbitration to the agreement in this regards shall be final and binding upon both the parties. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated/appointed by the Department, and the person shall not be below the rank of Assistant Commissioner of Income-tax (ACIT) within the jurisdiction of the Ad dl./Joint Commissioner of Income-tax, Central Range, Mangaluru. The parties sh

all continue to perform their obligation under this agreement during arbitration proceedings.

15. Along with other documents in support of eligibility conditions, the bidder should also furnish an undertaking of acceptance of all the terms and conditions (ATC Certificate) of the Bid.

Payment

16. The quotes should be inclusive of all expenses such as monthly salary/charges of driver(s), repairs and maintenance of vehicle, insurance, RTO related levies/duties taxes etc., petrol/diesel, oil and also any other incidental expenses relating to vehicle including penalty, fine, recoveries etc. shall be borne by the bidder. The quotes should be inclusive of all Government levies and taxes but exclusive of GST. Toll payments - FAST TAG - should always be active and be recharged regularly by the vendor.

17. The Department shall pay only fixed agreed monthly charges and its liability shall be limited to this value alone. No separate payment will be made for drivers' salary, overtime or any other incidental expenditure such as fuel, repair, maintenance, taxes, registration charges, insurance charges, periodic servicing, toll tax, parking charges etc. and these expenditures shall be met by the vendor.

18. The vendor shall raise the bill on a monthly basis and submit the same in his office in duplicate latest by 5th day of the month following the month in which such vehicle is used. In case of broken period of a month, pro-rata charges will be payable. The vendor shall maintain logbook and periodically get it signed by the user/ representative of the Department. The bills shall be prepared on the basis of log book entries. Deduction of Tax Deducted at Source (TDS) as per applicable rates prescribed under the Income-tax Act, 1961 shall be made by this office from every payment /credit made to the vendor.

19. Vendors should have a capacity to provide vehicle service (02 x vehicles) for a minimum three months whether the bills of these months are cleared or not by this office due to any issue.

20. During the period of the contract, no request for escalation of monthly charges will be entertained by the Department for what soever reasons.

21. In case of non-compliance of the above terms and conditions of the contract, a penalty may be levied. The penalty for some to the defaults is as under:

| Sl.No. | Nature of Default | Penalty (₹) |
|--------|-------------------------------------|--|
| 1. | Late reporting | 50% of proportionate contract charges |
| 2. | Non-reporting | 100% of proportionate contract charges |
| 3. | Poor maintenance of vehicle | Rs.2000/- per month. |
| 4. | Refusal of duties | 100% of proportionate contract charges |
| 5. | Non- Observation of dress code | Rs100/- per day |
| 6. | Change of driver without intimation | Rs.1000/-Per Instance |
| 7. | Vehicle kept Unclean | 50% of proportionate contract |

The penalty shall be levied on the basis of the certificate signed by the Controlling Officer.

22. The monthly mileage of all the vehicles provided will be clubbed for the purpose of computing the excess mileage used. Unutilized mileage below the contracted limit, per month in respect of each vehicle will be carried forward. The bills will be prepared accordingly by the hirer.

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Geographic Presence in States

23. Vendor's offices should be registered at Dakshina Kannada District in Karnataka state. Registration certificate should be enclosed by the vendor along with the bid documents.

Police Verification

24. The Vendor/ Contractor will be responsible for mandatory police verification of each personnel deployed. Copy of police verification should be submitted to this office.

25. During the contract period, if the vehicle is seized or detained or requisitioned by Police / Motor Vehicle Authority or any other authorities for whatsoever reasons, the same will be at the service provider's risk.

Non-Disclosure Agreement

26. The Data of the Department is confidential in nature and full

confidentiality shall be maintained by the Vendor. The Vendors personnel shall not divulge or disclose to any persons, any details of office, operational process, technical know-how, security arrangements, administrative / organizational matters as all these are of confidential / secret nature. In case, the Department comes to know about any such act done by the Vendor/Vendors personnel, the Department reserves the right to cancel the contract.

27. Non-disclosure agreement should be signed by the vendor and the driver of the vehicle (as per format in CISO 1/2023 Annexure 7) deployed.

Vehicle

28. The vehicle should carry suitable plate/card indicating “vehicle on duty of Government of India”, Income-tax Department, Mangaluru. This plate / card is to be displayed by the contractor subject to compliance of RTO Rules and Regulations.

29. The vehicles should be registered with the concerned authority of Central/State Government as Commercial Vehicle. A certificate to this effect should be provided with the technical bid document. Also the conditions prescribed in Motor Vehicle Act, 1988, for hiring of vehicle, should be fulfilled.

30. The vehicle should preferably be a new vehicle and in any case not manufactured before 1st January, 2019. The vendor shall ensure:

- road worthiness of the vehicle,
- neat and clean condition of the vehicle with good upholstery,
- interiors and deodorants and
- regularly polished exterior at all times during the period of the contract.

31. The vendor shall also ensure that the vehicle is in perfect running condition at all times during the period of the contract. The papers related to the vehicles including proper insurance papers of the vehicle should be available/ kept in the vehicle. The vehicle should be registered for Commercial Purpose (Yellow number plate).

Driver

32. The driver of the vehicle must possess a valid driving license and should be qualified with minimum two years of experience. He must follow all traffic rules and attend the duties as and when such duties are assigned by this office. The driver shall possess at all times a mobile phone with two way communication in working condition. The charges for the mobile connection or mobile set shall not be met by this office.

33. This office shall in no way be responsible directly or indirectly for any failure on the part of the driver to observe the traffic rules or otherwise. In case of any mishap/accident, all claims and responsibilities shall be met by the vendor. The Department will not entertain any claim whatsoever in this regard.

34. The vendor shall provide a "certificate of satisfaction" regarding the identity, character and antecedents of the driver(s) as per the desired format of the Income-tax Department. Background verification of drivers (contractual staff) has to be done. The contractual staff shall sign a Non-Disclosure Agreement (NDA).

35. The vendor has to ensure that the driver observes proper etiquette and protocol while performing their duty. He/She shall be neatly dressed, should wear uniform, boots and be well spoken. Without proper authorization from the controlling officer, the driver should not take away the vehicle. Suitable replacement should be provided by the vendor if the driver applies for leave; the same should be approved by Joint Commissioner of Income-tax / Deputy Commissioner of income-tax. The driver is to remain sober at all times and if found inebriated, the vehicle vendor would be penalized with contract cancellation and be blacklisted / debarred from all future government contracts.

36. The bidder/ vendor and driver shall be bound to carry out the instructions of the Income-tax Department as well as of the officers to whom the vehicle is assigned.

37. The drivers of the vehicle deployed should maintain polite & courteous behavior towards the passenger. "Mis-behaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, inter alia, shall attract deduction as per provision of the contract.

Termination

38. The Income-tax Department has an option to terminate the contract without assigning any reason whatsoever by giving a notice in writing **30 days** prior to the termination without any compensation to the vendor. The vendor can also terminate the contract by giving proper application in writing with a notice of 30 days in advance.

Date: 05-03-2026

Place: Mangalore

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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---