

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	01-06-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	01-06-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Road Transports And Highways
विभाग का नाम / Department Name	Na
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	Indian Academy Of Highway Engineers
वस्तु श्रेणी / Item Category	Hiring of Electric Vehicles (Short Term) for Delhi Govt. Users - TATA NEXON EV - MAX; 2400 KMs & 300 Hours
अनुबंध अवधि / Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	8 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, Additional Doc 1 (Requested in ATC), Additional Doc 2 (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	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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 निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	816000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	Bank of India
ईएमडी राशि/EMD Amount	10000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/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.

(b).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 :

Director, IAHE
IAHE, A-5, Institutional Area, Sector 62, Noida, UP-201309
(Indian Academy Of Highway Engineers)

UIN Number NCTGC2415P

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. 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.

9. 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.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
26-05-2026 11:00:00	IAHE, A-5, Institutional Area, Sector 62, Noida, UP-201309

Hiring Of Electric Vehicles (Short Term) For Delhi Govt. Users - TATA NEXON EV - MAX; 2400 KMs & 300 Hours (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Vehicle	TATA NEXON EV - MAX
Packages	2400 KMs & 300 Hours
Color of the Vehicle	White
District	NA
Zipcode	NA

विवरण/ Specification	मूल्य/ Values
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 दस्तावेज /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles	अतिरिक्त आवश्यकता /Additional Requirement
1	Prafull Gupta	201309,A-5, Institutional Area, Sector 62, Noida-201309, UP, India	1	<ul style="list-style-type: none"> Number of Months within Contract Period for hiring of vehicle : 12

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

1. Generic

OPTION CLAUSE 50% : 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, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. 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.

3. 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.

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

Indian Academy of Highway Engineers

payable at
Sector 62, Noida

. 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. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Indian Academy of Highway Engineers

Account No.

50100630385906

IFSC Code

HDFC0002649

Bank Name

HDFC Bank

Branch address

Stellar IT Park, Noida-201306, Uttar Pradesh

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Additional Documents required for technical qualification:

Additional Document 1: The Service Provider shall acknowledge acceptance in writing by uploading the signed copy on the GeM portal.

Additional Document 2: The bidder must possess an office in the state of Consignee. The state for this purpose shall be treated as Uttar Pradesh and Delhi.

PREAMBLE

These Additional Terms and Conditions (ATC) are issued by Indian Academy of Highway Engineers (IAHE) and shall be read as a complement to — not a replacement of — the GeM General Terms & Conditions (GTC), Special Terms & Conditions (STC), and Service Level Agreement (SLA) governing this contract. All provisions of the SLA/STC not specifically addressed herein continue to apply in full force. Only where these ATCs specifically address a matter shall they take precedence, to the extent permissible under the GeM GTC. The Service Provider shall acknowledge acceptance in writing by uploading the signed copy on the GeM portal under “**Additional Document 1**”. Non-adherence shall be treated as breach of contract.

CLAUSE 1: APPLICABILITY OF WET LEASE CONDITIONS

1.1 Although the contract order may not explicitly designate a lease type, IAHE hereby declares that all terms applicable to Wet Lease as defined under Clause 4.1 of the STC shall govern this contract in entirety. Accordingly, the following obligations are cast upon the Service Provider (in addition to what is already stipulated in the SLA):

- Deployment, management, payment of salary, allowances, PF, ESI, and all statutory dues of the driver — entirely at the cost of the Service Provider. IAHE shall bear no liability in this regard.
- Comprehensive insurance of the vehicle throughout the contract period, to be obtained and renewed by the Service Provider.
- Complete vehicle maintenance, servicing, tyres, battery health, and all consumables at the Service Provider's cost, as per Clauses 7.6, 7.9, and 7.14 of the SLA.
- Provision of alternate EV of equivalent or higher specification during breakdown or maintenance as per Clause 7.7 of the SLA.
- All wet-lease accessories as specified in Clause 7.3 of the SLA shall be maintained in the vehicle at all times.

CLAUSE 2: VEHICLE SPECIFICATION — TATA NEXON EV MAX

2.1 The vehicle to be deployed under this contract shall be the Tata Nexon EV Max variant, which is equipped with a larger battery pack (approximately 40.5 kWh) providing a certified single-charge range of approximately 400+ km. This specification is mandatory and non-negotiable.

2.2 The purpose of specifying the Max variant is to ensure uninterrupted daily service without the need for mid-duty charging, in consonance with Clause 9.2 of the SLA which requires the vehicle to maintain sufficient charge for the Buyer's daily service requirements at all times.

2.3 If at any point during the contract period the deployed vehicle's battery degrades below 75% of optimum capacity (as per Clause 7.9 of the SLA), the Service Provider shall replace the battery at its own cost. If the vehicle itself no longer meets operational range requirements, a replacement vehicle of equivalent or higher specification shall be provided within five (5) working days.

CLAUSE 3: EV CHARGING — ENTIRELY AT SERVICE PROVIDER'S COST AND ARRANGEMENT

3.1 The arrangement and cost of charging the EV shall be entirely the responsibility of the Service Provider. IAHE shall have no obligation to provide or arrange charging infrastructure, electricity, or any charging-related facility for the vehicle.

3.2 All kilometres driven by the vehicle for the purpose of charging — regardless of the location of the charging station — shall be entirely at the Service Provider's own cost and shall NOT be counted as billable kilometres against the monthly package.

NOTE: IMPORTANT: The Service Provider must not claim kilometres driven to any charging station — including the driver's residence or any other location — as billable duty kilometres. Any such instances detected through logbook verification shall result in recovery of the excess km charges claimed, plus applicable penalties under the SLA including termination.

3.3 The cost of electricity and charging consumed shall be borne exclusively by the Service Provider and shall not be claimed from IAHE under any invoice head, whether as a separate line item, operational expense, or otherwise.

3.4 The vehicle shall be presented for duty with a minimum State of Charge (SoC) of 80% at the start of each duty day/shift, so as to comfortably cover the day's service requirement without requiring mid-duty charging under normal circumstances. Failure to meet this standard shall attract penalties as per Clause 11 of this ATC.

3.5 The Service Provider is expected to have assessed the availability and feasibility of EV charging arrangements prior to accepting this contract. Non-availability of a convenient charging station shall not be raised as a grievance or used as justification for any service deficiency or extra claim.

CLAUSE 4: REPORTING LOCATIONS AND DRIVER ALLOWANCES

4.1 The primary reporting location shall be IAHE Campus, A-5, Institutional Area, Sector 62, Noida - 201309.

4.2 The secondary reporting location shall be Dwarka, New Delhi, as directed by the authorised officer of IAHE from time to time. The Service Provider shall comply with directions to report to Dwarka without claiming any additional charges.

4.3 The contracted monthly rate is inclusive of all costs associated with the deployment of the driver across both reporting locations — primary (Noida) and secondary (Dwarka). No additional allowance, food charges, travel expenses, conveyance, or any other personal claim for the driver shall be entertained or paid by IAHE under any circumstances, whether for reporting to Dwarka or any other location directed by IAHE within the contract scope.

4.4 The Service Provider shall factor all such operational requirements into the quoted monthly rate.

Non-inclusion of such costs in the quoted rate shall not be a basis for any subsequent claim.

CLAUSE 5: DUTY HOURS AND NIGHT ALLOWANCE

5.1 The standard duty window under this contract shall be from 05:00 hours to 24:00 hours (midnight) on any given day. The Service Provider shall ensure availability of the vehicle and driver during this window as directed by IAHE, without any additional charge beyond the contracted monthly rate.

5.2 Duty calls made by IAHE beyond 24:00 hours (midnight) and up to 05:00 hours (early morning) shall constitute Night Duty. For each instance of Night Duty, IAHE shall pay a flat Night Allowance of Rs. 500/- (Rupees Five Hundred only) per night, in addition to the contracted monthly rate.

5.3 Night Allowance shall be payable only upon:

- The duty being directed by the authorised officer of IAHE in writing (including WhatsApp / email) before or at the time of the night call; and
- The corresponding entry being recorded in the duty logbook and countersigned by the IAHE authorised user.

5.4 No other allowance or premium — whether overtime, late-night, outstation, or any other head — shall be payable over and above the above Night Allowance and the contracted monthly rate.

CLAUSE 6: TOLL, PARKING, MCD PASS, AND STATE CHARGES

6.1 Toll charges and parking fees incurred during official duty shall be reimbursed by IAHE on actual basis upon submission of original receipts / FASTag transaction statements with the monthly invoice, subject to the specific provisions below.

6.2 No state-related tax/ charge incurred within Uttar Pradesh shall be reimbursed by IAHE. The Service Provider shall factor all UP-state operational costs into the quoted monthly contract rate.

6.3 The Service Provider shall procure the MCD (Municipal Corporation of Delhi) monthly commercial vehicle pass for the deployed vehicle at its own cost. The cost of the MCD monthly pass shall be included in the contracted monthly rate and shall NOT be claimed separately from IAHE at any point during the contract period.

6.4 Reimbursement of operational expenses under this clause shall be governed by Clause 7.8 of the SLA. All invoices for operational expenses must be raised in the first week of the following month with all supporting documentary proofs.

CLAUSE 7: DRIVER — DOCUMENTATION AND CHANGE OF DRIVER

A. Documentation Requirements

7.1 Prior to deployment of the driver, the Service Provider shall submit the following documents to IAHE:

- Valid Driving Licence (DL) — copy, to be verified by IAHE. The DL must be valid for the entire contract period and must authorise driving of Light Motor Vehicles (LMV) / commercial passenger vehicles.
- Registration Certificate (RC) of the deployed vehicle — copy.
- Police verification certificate of the driver (as per Clause 7.12 of SLA).

7.2 The driver shall wear a clean uniform at all times during duty hours. The driver shall maintain professional conduct and courtesy with all IAHE staff, officers, and guests at all times.

B. Change of Driver

7.3 The Service Provider shall not change or replace the deployed driver without prior written intimation to the designated officer of IAHE. A minimum notice of seventy-two (72) hours shall be given before effecting any planned change of driver, along with the following documents of the incoming driver:

- Valid Driving Licence (DL) — copy.
- Police verification certificate.

7.4 In case of emergency replacement of the driver (due to sudden illness, accident, or other unavoidable circumstance), the Service Provider shall:

- Inform the designated IAHE officer immediately (before or at the time of the change) by phone and in writing (WhatsApp / email);
- Ensure that the replacement driver holds a valid DL and is in uniform; and
- Submit the replacement driver's DL copy and police verification certificate to IAHE within forty-eight (48) hours of deployment.

7.5 A driver change effected without the required advance notice and documentation shall attract penalty as per Clause 14 of the SLA (Rs. 500 per instance) in addition to any other applicable action.

7.6 IAHE reserves the right to reject a proposed replacement driver if, in its assessment, the driver does not meet the required conduct, documentation, or fitness standards. The Service Provider shall arrange an alternative acceptable driver within twenty-four (24) hours of such rejection.

7.7 Any instance of misbehaviour or solicitation of personal payment from IAHE staff by the driver shall attract immediate mandatory replacement of the driver and penalty as per Clause 11 of this ATC, irrespective of notice period.

CLAUSE 8: VEHICLE — CHANGE OF VEHICLE

8.1 The vehicle deployed at the commencement of the contract shall be the primary contracted vehicle. The Service Provider shall not substitute or replace the contracted vehicle with any other vehicle without prior written approval of IAHE.

8.2 Any planned change of vehicle — whether due to sale, transfer, end of lease by the Service Provider, or any other reason — shall require a minimum notice of seventy-two (72) hours to the designated IAHE officer in writing. The following documents of the replacement vehicle must be submitted to IAHE before deployment:

- Registration Certificate (RC) — copy.
- Valid Insurance Certificate (comprehensive) — copy.
- Fitness Certificate (where applicable) — copy.
- Permit(s) as required under the Motor Vehicles Act — copy.

8.3 The replacement vehicle shall be of the same or higher specification as the contracted vehicle — i.e., Tata Nexon EV Max or equivalent/superior EV — and shall be in a clean, well-maintained condition. IAHE shall not accept a replacement vehicle of a lower variant, smaller battery capacity, or reduced range.

8.4 In case of breakdown, accident, or emergency requiring immediate substitution of the vehicle (as per Clause 7.7 of the SLA), the Service Provider shall provide an alternate vehicle of equivalent or higher specification within two (2) hours. This alternate vehicle shall also be accompanied by its RC and insurance certificate copies submitted to IAHE within twenty-four (24) hours of deployment.

8.5 IAHE reserves the right to inspect the replacement or alternate vehicle before accepting it into service. If the vehicle does not meet the specification, cleanliness, or documentation requirements, IAHE may reject it and require the Service Provider to arrange a compliant vehicle. The time taken to arrange a compliant vehicle shall be treated as service downtime and penalised as per Clause 14 of the SLA.

8.6 The Service Provider shall ensure that at no point during the contract period is the deployed vehicle operating with expired RC, insurance, fitness certificate, or permit. Lapse of any mandatory certification shall be treated as per Clause 14 (S. No. 5) of the SLA.

8.7 Change of vehicle without the required prior written notice and IAHE approval shall attract penalty as per Clause 11 of this ATC (S. No. 3).

NOTE: IMPORTANT: The deployed vehicle at all times must be the Tata Nexon EV Max (or approved equivalent). No downgraded vehicle shall be accepted under any circumstances, including as an alternate during breakdown.

CLAUSE 9: VARIATION IN QUANTITY, CONTRACT PERIOD, AND EXTRA KM / H

OUR CHARGES

9.1 During the contract period, IAHE may increase or decrease the contract period by up to fifty percent (50%) of the contracted quantity/period.

9.2 Payment for extra distance and extra duty hours — over and above the monthly package — shall be calculated as under:

	Head	Formula
(a)	Extra per km charge	$(\text{Monthly Package Cost} \div \text{No. of KMs in Monthly Package}) \times 0.5$ <i>e.g., if package = ₹X/month for 2400 km → Extra km rate = $(X \div 2400) \times 0.5$</i>
(b)	Extra per hour charge	$(\text{Monthly Package Cost} \div \text{No. of Hours in Monthly Package}) \times 0.4$ <i>e.g., if package = ₹X/month for 300 hours → Extra hour rate = $(X \div 300) \times 0.4$</i>

9.3 The above rates apply for extra distance/hours under normal service conditions. These rates are final and no further escalation shall be admissible during the contract period.

9.4 Claims for extra km/hours must be supported by logbook entries countersigned by the IAHE authorised officer and submitted with the monthly invoice. Unsupported claims shall not be processed.

CLAUSE 10: TERMINATION ON NOTICE AT DISCRETION OF IAHE

10.1 In addition to the termination provisions under Clause 13 of the SLA, IAHE reserves the right to terminate this contract at its sole discretion by giving one (1) calendar month's written notice to the Service Provider, without assigning any reason. No compensation, damages, or penalty shall be payable to the Service Provider for such termination beyond payment of invoices for services rendered up to and including the notice period.

10.2 Termination for breach (as per Clause 13(b) of the SLA — cumulative penalties reaching 10% of contract value, or repeated breach beyond 3 instances) shall take effect immediately upon written communication by IAHE. No notice period shall apply.

10.3 The Service Provider shall not have the right to terminate the contract on convenience. Any request to exit shall require the written consent of IAHE.

CLAUSE 11: ADDITIONAL PENALTIES — SUPPLEMENTARY TO SLA CLAUSE 14

The penalties listed in Clause 14 of the SLA continue to apply in full. The following additional penalties address specific defaults not explicitly covered therein:

S. No	Breach / Default	Threshold	1st Instance	2nd Instance	3rd & Subsequent
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1	Vehicle reporting with SoC below 80% at start of duty, causing service disruption	Any instance	Rs.2,500 or Termination at IAHE discretion	Rs.5,000 or Termination at IAHE discretion	Termination
2	Driver misbehaviour, refusal of duty, or soliciting personal payment from IAHE staff	Any instance	Immediate driver replacement + Rs.5,000	Rs.10,000 + driver replacement	Termination
3	Change of vehicle without prior written notice / IAHE approval (Clause 8.7)	Any instance	Rs.1,000	Rs.2,000	Rs.5,000 or Termination

CLAUSE 12: GENERAL CONDITIONS

12.1 These ATCs are complementary to the SLA, STC, and GeM GTC and shall not be construed as overriding those documents in entirety. All provisions of the SLA/STC not specifically addressed herein shall apply in full.

12.2 The overall contract value and scope shall remain as per the GeM contract. These ATCs do not alter the contract value.

12.3 The Service Provider shall not subcontract or assign any obligation under this contract to a third party without prior written approval of IAHE.

12.4 All communications and claims under this contract shall be in writing (including email / WhatsApp). Verbal instructions shall not be binding unless confirmed in writing within 24 hours.

12.5 No waiver by IAHE of any breach shall be construed as a waiver of any subsequent breach or of any other right or remedy available to IAHE.

12.6 This document is issued with the approval of the Competent Authority.

CLAUSE 13: VEHICLE AGE REQUIREMENT

13.1 The vehicle deployed under this contract shall not be older than the year 2025. Only vehicles with a manufacturing year of 2025 or later shall be accepted for deployment. The Service Provider shall submit a copy of the Registration Certificate (RC) prior to deployment, which shall serve as proof of the manufacturing/registration year.

13.2 In the event that the deployed vehicle is replaced or substituted at any point during the contract period, the replacement vehicle shall also comply with this age requirement — i.e., it shall be of 2025 make or later.

13.3 Deployment of a vehicle not meeting this age requirement shall be treated as non-compliance and shall entitle IAHE to reject the vehicle and direct the Service Provider to arrange a compliant vehicle immediately, with any resultant service downtime penalised as per Clause 14 of the SLA.

ACKNOWLEDGEMENT AND ACCEPTANCE BY SERVICE PROVIDER

The Service Provider is required to read, understand, and confirm acceptance of all the above Additional Terms and Conditions in writing by uploading the same in “**Additional Document 1**” on the GeM portal. Non-adherence to any of these conditions shall be treated as breach of contract and dealt with under the applicable provisions of the GeM contract and SLA.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---