

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-03-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-03-2026 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 Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Army
कार्यालय का नाम/Office Name	*****
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2080 km x 208 hours; Local 24*7
अनुबंध अवधि /Contract Period	11 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	25 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	10
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	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
अनुमानित बिड मूल्य /Estimated Bid Value	804650
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	13

(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 :**

DCWE(C)

HQ CWE NEW DELHI RAO TULA RAM MARG, Department of Military Affairs, Indian Army, Ministry of Defence  
(Bikram Singh)

### 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.

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

**Scope of Work:**[1770444531.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2080 Km X 208 Hours; Local 24\*7 ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Premium SUV
Type of car (Please select at least 3 options)	Tata Harrier , Toyota Innova Crysta , Maruti Invicto
Usage Variant	2080 km x 208 hours
Type of Service	Local 24*7
Year of Vehicle Model	2024
Km Travelled	Upto 30,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
<b>एडऑन /Addon(s)</b>	

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

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

No

#### अतिरिक्त विशिष्ट दस्तावेज़ /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 Required	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****South West delhi	1	<ul style="list-style-type: none"><li>Duration in Months for which service is required : 11</li></ul>

#### 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

#### **BUYER ADDED ATC**

**CA No :CWE-ND/74/2025-26 : HIRING OF CHT FOR OFFICIAL  
CONVEYANCE UNDER HQ CWE NEW DELHI**

1. Tender Issuing and Accepting Officer : Accepting Officer  
Commander Works Engineer  
New Delhi

Issuing Officer

DCWE (Contracts)

Address: HQ CWE New Delhi

Rao Tula Ram Marg

Delhi C

2. Executing Agency : **GE E/M R&R HOSP, DELHI CANTT-10**

### 3.0 **ELIGIBILITY CRITERIA FOR CONTRACTORS NOT ENLISTED WITH MES**

#### 3.1 **TURNOVER -**

(a) The average turnover for last two consecutive years shall not be less than **25.00 Lakhs**. This clause is not valid for MES Enlisted contractors in appropriate **Class i.e.'E' & above**.

**(b) NOTE: Relaxation of Turnover for MSME shall only be given to those bidders who are having registration in NIC code 49224.**

3.2 **POLICE VERIFICATION** Copy of Police Verification Report/Police Clearance Certificate/ Character Certificate from the Police Authority not more than **06 months** old of the area where the registered office of the firm is located/notarized copy of valid passport of Proprietor/each Partner/each Director. This clause is not valid for MES Enlisted contractors.

3.3 **SOLVENCY CERTIFICATE**(Not more than six months old) issued from Nationalized/Scheduled bank with minimum solvency **10 Lakhs** or financially sound for engagement up to **25.00 Lakhs**. This clause is not valid for MES Enlisted contractors in appropriate **Class i.e. 'E' & above**.

3.4 **WORKING CAPITAL CERTIFICATE**(Not more than six months old) as per specimen given in ATC from Nationalized/Scheduled bank with minimum working capital **5.00 Lakhs**. This clause is not valid for MES Enlisted contractors in appropriate **Class i.e. 'E' & above**.

3.5 Copies of **GST registration, EPFO registration and ESIC registration** certificates.

3.6 Copy of PAN card and AADHAR card of Proprietor/each Partner/each Director. This clause is not valid for MES Enlisted contractors.

3.7 Partnership deed and Company Registration Certificate of firm with Registrar of Companies/Register of Firms.

3.8 **AFFIDAVIT** (Not more than six months old): Self declaration that firm or any sister concern is not banned in any govt. organization.

3.9. The MES enlisted **'E' Class** and above class contractors are not required to submit **EMD**

**amount**, copy of AADHAR card, copy of PANCard, partnership deed, company registration and Police verification.

3.10 All the firm shall have satisfactory remarks wrt performance in respect of works in hand as reflected in work load return (WLR) or any other report circulated by Competent Engineer Authority.

4. **SUBLETTING OR POWER OF ATTORNEY** Contractor will not be allowed to execute the work by subletting or through power of attorney to a third party/another firm on his behalf. However, a contractor can execute the work through power of attorney to sons / daughters / spouse of Proprietor/Partner/Director and firm's own employees, director, project manager provided they are not having a separate enlisted firm in MES in their name as Proprietor/Partner/Director.

5. **TERM AND CONDITION IN RESPECT OF MONTHLY BASIS CAB AND TAXI HIRING SERVICE**

(a) This Contract is regarding hiring of 01 Premium SUV (Toyota Innova Crista, Tata Harrier, Maruti Suzuki Invicto) car white in colour Diesel/Petrol (BS-VI)/ EV with AC. Qualified bidder is bound to provide the vehicles in all premises of HQ CWE New Delhi, Rao Tula Ram Marg, R&R Hospital, Delhi Cantt-10.

(b) Qualified bidder is bound to provide the vehicles in any place of Delhi /NCR. Qualified bidder must intimate in written at least 05 working days before replacing/changing any vehicle/ driver.

(c) The bidder shall not provide vehicle older than 2024 model and odometer reading shall not be more than 30000 km.

(d) The buyer may extend the contract for the further period of maximum up one year subject to satisfactory performance of the service provider as well as willingness of both the parties.

(e) Maintain the vehicle in roadworthy and clean condition, both mechanically and aesthetically. If any complain regarding poor upkeep, maintenance, non-availability of accessories (Air freshner, tissue box, mobile charging point along with charging cable etc.) remains unresolved or any of the conditions prescribed for drivers not being met would attract penalty as following :

SI No	Number of Instance	Penalty
1	First instance	Warning
2	Second instance	25% cut from the bill for that day(s) on pro rata basis
3	Third instance and onwards	50% cut from the bill for that day(s) on pro rata basis

The unsatisfactory services rendered may lead to cancellation/blacklisting of the vendor.

(f) An amount of Rs. 500/- will be deducted in case of delayed reporting by more than 30 minutes the driver for that day and in case of non-availability of vehicle payment of bill will be deducted for the that on pro rata basis.

(g) Habitual absenteeism of drivers, absence of drivers for duty and from duty without proper intimation and without providing proper alternative shall be fined a sum of Rs.1,000/- per instance.

(h) Inspection of vehicle/drivers shall be carried out from time to time by Adm Officer, HQ C

WE New Delhi.

- (j) Due to the nature of work handled by this Ministry, the duties of the vehicle/driver may routinely extend to odd hours and on week-ends/holidays.
- (k) The Service Provider will create Logs for each Service rendered. Before generation of the Bill, the Log-Sheet for the relevant billing period will be verified/signed by Buyer/Consignee.
- (l) The service provider shall not change the Vehicles/Drivers deployed with this Department without prior permission of the Department.
- (m) The buyer reserves the right to technically disqualify any bidder on the basis of its earlier adverse experience with the bidder and/or inputs received by it w.r.t. the quality of service, unprofessional behaviour, etc.
- (n) If any leave taken by staff/driver, substitute should be provided by the Vendor on that day and if not provided, the same may be deducted from the applicable charges/rent.
- (o) The bidder must maintain Integrity pact as per Rule 175 of GFR.
- (p) The bidder shall not provide vehicle older than 2024 model and odometer reading shall not be more than 25000 km. The details of such shall be submitted in the bid document.
- (q) Bidder should upload all the documents as per requirement of bid. All the vehicles to be provided to the Department shall be Commercial Registered vehicles/ vehicles under process of Commercial Registration in the name of the bidders' firm/bidder(s). The copy of Registration Certificate and current insurance policy of all the vehicles shall be uploaded in the bid. In case of failure, buyer has full right to reject the bidder without any prior intimation.
- (r) The office location of the bidder shall be located in Delhi only; certificate related to official address has to be uploaded.
- (s) The firm should be ESI/EPF registered firm (Copy of latest EPF Challans for last three months must be provided.)
- (t) The agency must have a minimum of 01 drivers on its roll. As a proof of number of drivers on roll, the driving license of the drivers will be submitted with the bid.
- (u) Drivers should have at least 03 years' experience of driving. Such details should be furnished.
- (v) Past Experience of Similar Services: The bidder must have successfully executed/ completed similar services over the last three years i.e. current financial year and the last three financial years (ending month prior to the bid opening): -

Three similar completed services costing not less than the amount equal to 40% (forty per cent) of the estimated cost; **or**

Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; **or**

One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost. \* Verified MSE Bidders are to be exempted.

(w) The bidders who are submitting MSE Certificate, must submit a valid MSE Certificate. The verified MSE Bidders are to be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of qualitative and technical specifications.

(x) Bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt (Bidders must upload an affidavit issued within one month prior to the bid closing date).

(y) The bidders should not have been involved in any criminal, fraudulent or corruption activity, not have been blacklisted by any Central/State Govt. /Semi Govt./PSU/Autonomous body (Bidders must upload an affidavit issued within one month prior to the bid closing date).

(z) IP address of bid should be unique.

(aa) If any document is missing to be uploaded in the bid documents by the bidders, the bidders, the bidder will be rejected without any prior intimation.

(ab) The rate quoted shall be included driver, fuel and vehicle.

(ac) Vehicle will be for local use @ 8 hrs or 80 kms per day for each month.

(ad) The driver shall have valid driving licence and shall be in proper uniform.

6. ***GE E/M R&R HOSP, DELHI CANTT-10 is the PRINCIPLE EMPLOYER and shall ensure that all the Terms and Conditions related to Payment of Wages to the workmen deployed are complied before release of Payment to the Contractor.***

7. **SIGNING OF CONTRACT DOCUMENTS:** The Contractor or their representative has to attend this HQ for signing the Contract Agreement after Order Sheet Generation.

8. **NHEA:** Invitation for GEM tenders does not constitute any guarantee for validation of Technical bid and subsequent opening of financial bid of any applicant/bidder merely by virtue of enclosing DD/EMD. Accepting Officer reserves the right to reject the Technical bid and not to open the financial bid of any applicant/bidder. Technical bid validation shall be decided by the Accepting Officer based on eligibility of the firm as per criteria given in this Appendix. Tenderer/bidder will be informed regarding non-validation of his Technical bid assigning reasons therefore through tender evaluation reports which shall be uploaded on the website. Such tenderer, if desires, may appeal to the next higher Engineer Authority (NHEA) viz. **HQ CE Delhi Zone** on email ID [cezd2-mes@nic.in](mailto:cezd2-mes@nic.in) with copy to the Accepting Officer on email before the scheduled date of opening of Cover 2. NHEA shall decide the matter within a period of seven working days from the date of receipt of app

10. The decision of the **NHEA** shall be final and binding. The tenderer/bidder shall not be entitled for any compensation whatsoever for rejection of his bid.

9. **IDENTITY CARDS OR PASSES:** The contractors, his agents and representatives are required individually to be in possession of an identity card or pass duly verified by the police department. Police verification shall be got done by the contractor at his own cost all as directed by the Engineer-in-Charge/GE. The identity card or pass will be examined by the security staff at the time of entry into or exit from the restricted area and also at any time or number of times inside the Restricted Area.

10. **OFFICIAL SECRETS ACT:** The Service Provider shall be bound by the official Secrets Act 1923

11. **FIRST AID BOX:** Service Provider shall provide a first aid box for use in case of any misappening/accident. The box shall be fitted at a place from where it is easily approachable the first aid box shall comprise of the following things:-

- |                                 |                            |
|---------------------------------|----------------------------|
| (a) Band-aid -01 Pkt            | (b) Tincture Iodine -01 No |
| (c) Dettol 01 No                | (d) Cotton -01 Pad         |
| (e) Dressing roll 2-3 Nos       | (f) Burnol -01 Tube        |
| (g) Pain Killer Tabs -02 Strips |                            |

\* The above list is illustrative and not exhaustive. All requisite First aid requirements shall be fulfilled by the Service Provider irrespective of whether included in the above list or not.

## **12. ARBITRATION**

### **12.1 ARBITRATION WHERE APPLICABILITY OF SECTION 12 (5) OF ARBITRATION & CONCILIATION ACT HAS BEEN WAIVED OFF**

(i) All disputes between the parties to the Contract (other than those for which the decision of the CWE or any other person is by the Contract expressed to be final and binding) shall, after written notice by either party to the Contract to the other of them be referred to the Arbitral Tribunal of a Sole Arbitrator (in case of Contract sum less than or equal to Rs. 100.00 Crore) or to Arbitral Tribunal of 3 Arbitrators (in case of Contract sum exceeding Rs. 100.00 Crore) from MoD Panel of Arbitrators. The Officers so considered for appointment as Arbitrator, either as Sole Arbitrator or for Arbitral Tribunal, shall be having degree in Engineering or equivalent or having passed Final/ Direct Final Examination of Sub Division II of Institution of Surveyor (India) or similar other Institutes recognized by the Govt. of India.

(ii) In case of arbitration by sole Arbitrator, the Arbitrator shall be appointed by the authority mentioned in the Contract document from the MoD Panel of Arbitrators within a period of thirty days of having received the notice from any of the parties to Contract. In case of Arbitral Tribunal consisting of Panel of three Arbitrators, both the parties shall be asked by the Appointing Authority to suggest at least two names out of MoD Panel of Arbitrators within thirty days. The Appointing Authority will appoint two Arbitrators, one Arbitrator each out of the suggested names. The two Arbitrators so appointed shall select one Arbitrator from the MoD Panel of Arbitrators who will be the 'Presiding Arbitrator'. The Serving Officer(s) so appointed as Arbitrator(s), either as Sole Arbitrator or as one of the three Arbitrators in the Arbitral Tribunal, can continue as Arbitrator even after retirement, provided both the parties to the Contract give written consent to this effect. In such case, however, the Arbitrator shall not be entitled for any fee even after retirement.

### **12.2 ARBITRATION WHERE APPLICABILITY OF SECTION 12 (5) OF ARBITRATION & CONCILIATION ACT HAS NOT BEEN WAIVED OFF**

(i) All disputes between the parties to the Contract (other than those for which the decision of the CWE or any other person is by the Contract expressed to be final and binding) shall, after written notice by either party to the Contract to the other of them be referred to the Arbitral Tribunal of a Sole Arbitrator (in case of Contract sum less than or equal to Rs. 100.00 Crore) or to Arbitral Tribunal of three Arbitrators (in case of Contract sum exceeding Rs. 100.00 Crore) from MoD Panel of Arbitrators. The Officers so considered for appointment

ment as Arbitrator, either as Sole Arbitrator or for Arbitral Tribunal, shall be having degree in Engineering or equivalent or having passed Final/ Direct Final Examination of Sub-Division II of Institution of Surveyor (India) or similar other Institutes recognized by the Govt. of India.

(ii) In case of arbitration by sole Arbitrator, the Arbitrator shall be appointed by the authority mentioned in the Contract document from the MoD Panel of Arbitrators within a period of thirty days of having received the notice from any of the parties to Contract. In case of Arbitral Tribunal consisting of Panel of three Arbitrators, both the parties shall be asked by the Appointing Authority to suggest at least two names out of MoD Panel of Arbitrators within thirty days. The Appointing Authority will appoint Two Arbitrators, one Arbitrator each out of the suggested names. The Two Arbitrators so appointed shall select one Arbitrator from the MoD Panel of Arbitrators who will be the 'Presiding Arbitrator'.

### **12.3 COMMON FOR ALL ARBITRATION**

(i) Unless both parties agree in writing, such reference shall not take place until after the completion or alleged completion of the Works or termination or determination of the Contract.

(iii) Provided always that commencement or continuance of any arbitration proceedings hereunder or otherwise shall not in any manner militate against the Government's right of recovery from the Contractor.

(iv) If the sole Arbitrator or one or more Arbitrators of the Arbitral Tribunal so appointed resign(s) from his/ her appointment or vacate(s) his/ her office or is unable or unwilling to act due to any reason whatsoever, the Authority appointing him/ her will appoint a substitute arbitrator to act in his/ her place in the manner specified hereinabove. In case the Arbitrator resigning in this manner is the Presiding Arbitrator, the other two Arbitrators of the Arbitral Tribunal shall appoint the substitute Presiding Arbitrator.

(v) The Arbitral Tribunal may proceed with the arbitration, ex parte, if either party, in spite of a notice from the arbitrator fails to take part in the proceedings.

(vi) The Arbitral Tribunal may from time to time with the consent of the parties, enlarge the time for making and publishing the award subject to the limit laid down in the Arbitration & Conciliation Act 1996 as amended up to the date on which arbitration proceedings commence.

(vii) The Arbitral Tribunal shall make the award within the period as provided in the Arbitration & Conciliation Act 1996 (as amended up to the date on which arbitration proceedings commence) from the date of entering on the reference or within the extended period as the case may be on all matters referred to it and shall indicate findings along with sums awarded separately on each individual item of dispute. The Arbitral Tribunal shall give reason for the award in each and every cases irrespective of the value of claims or counter claims.

(viii) The venue of Arbitration shall be such place or place or places as may be fixed by the Arbitral Tribunal in its sole discretion.

The Award of the Arbitral Tribunal shall be final and binding on both Parties to the Contract.

### **12.4 ARBITRATOR APPOINTING AUTHORITY :-**

Arbitrator shall be appointed by Chief Engr, HQ Western Command or in his absence Officer Officialing as Addl Chief Engr, HQ Western Command whose decision shall be final, conclusive and binding.

## 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---**