

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-08-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-08-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (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	Income Tax Office Karnal
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :anil.156333@gov.in Buyer Email id: acit-hoo@gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 km x 320 hours; Outstation 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)	5 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
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *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 मेन् 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
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. 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.

2. 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.

3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. 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.

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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 Km X 320 Hours; Outstation 24*7 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga
Usage Variant	2500 km x 320 hours
Type of Service	Outstation 24*7
Year of Vehicle Model	2024
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Ravinder Sagar Sharma	132001,SCO- 25-30, Sector-12	1	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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms and Conditions:-

1. Buyer Added text based ATC clauses

BID DOCUMENT FOR HIRING OF OPERATIONAL VEHICLE

A. Hiring of Vehicle Services

1). The vehicle hiring service is available under the Head “Monthly Basis Cab & Taxi Hiring Services” on GeM Module. There are only pre-specified criteria available on GeM module through which the buyer has to be selected against the given options only. The standard terms & conditions as per the Services Level Agreement (SLA) available on GeM module is also gone through.

2). After detailed discussion, the following criteria to be followed by the Service Provider is as under:

I. MANDATORY CRITERIA:

Sr. No.

Criteria Recommended Selection

a)

Number of vehicle Total=01

b)

Contract date 17.08.2026 to 14.08.2028

c)

Contract Duration 02 years

d)

Vehicle Type

1. Eartiga, 2026 Model

Type of Service 2500 Km * 320 hrs (the basic package for the service will be 2500 running kilometers and 320 hrs)

i)

Additional km(s) (Over base km)

No (However, charges per km over base km to be quoted)

j)

Additional Hrs (Over Base Hrs)

No

k)

Outstation night charges

To be quoted

l)

Service Provider Registered Address Haryana.

II. Financial Capping:

Maximum Capping for this Bid (Per Unit)

Yes. Rs. 49,000/- (Inclusive of GST) Per Vehicle (For Petrol/Diesel Mid sized & SUV Vehicles)

III. Documents required from the Service Provider:

1. Experience Certificate of 3 years or more with the Income Tax Department.

2. ITR showing Annual Turnover of more than 5 lakhs

3. Proof of Ownership of New Vehicle (Booking slip/RC/any other valid document)

4. MSME Certificate

5. PAN

6. Certified document claiming Not Debarred/ Not Blacklisted by any govt. agency

IV. EMD/ePBG Details:

EMD required(Yes/No)

No

Advisory Bank

No

EMD Percentage (0.5 to 5%)

No

ePBG required (Yes/No)

No

Advisory Bank

No

ePBG Percentage (2 to 10%)

No

Duration of ePBG required (1 to 62 months)

No

V. Additional Terms & Conditions:

1. The vehicle shall be a All New , brand new. The vehicle provided by the contractor should be white in colour.

2. The hired vehicle should be parked overnight at the office complex on all days (7 days a week).

3. Minimum Monthly charges of Rs. 49,000/- (Inclusive of GST) subject to deduction of tax at source, for 2500 Kilometers per month on an average totaling 30,000 Kilometers per annum, In case of additional kilometers run, the charges shall be reimbursed as an under:-

Extra per km charges:- Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.3 in case of normal service and 0.2 in case of 24x7 service.

Extra hour charges:- Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4 in case of 24x7 service, no charges for extra hours to be paid.

For outstation duty, no extra charges will be paid and the cost will have to be borne by the owner/supplier.

4. The contract will be for Two year with effect from 17.08.2026 to 14.08.2028 or from the actual date of commencement and is renewable on mutual agreement (if found satisfactory) by the Income Tax Department, on the same terms and condition.

5. All repairing/maintenance charges are to be borne by the owner/supplier. In case of break down, another vehicle in good condition will have to be provided by the owner/supplier.

6. In the case of any accident, all the claims arising out of such event shall be met by the owner/supplier. He shall be responsible for any loss/damage to the property due to poor maintenance of the vehicle. The department will not be responsible for any such loss.

7. The Vendor shall ensure the road worthiness of the vehicle, ensure 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. The vendor shall also ensure that the vehicle is in perfect running condition at all times during the currency of the contract. The papers related to the vehicles including proper insurance papers of the vehicles should be available/kept in the vehicle.

8. An agreement shall be executed with the owner/supplier, once the vehicle is hired.

9. The vehicle should be ready for placement with effect from the date of signing the contract agreement.

10. The Service Provider address should be registered in Karaul, Panipat and Yamunanagar otherwise the department has reserved right to reject the Application/Bid of services provider at any stage.

11. The Service Provider should have at least One contract with Income Tax, Department with overall experience Three years otherwise the department has reserved right to reject the Application/Bid of services provider at any stage.

12. The contract can be terminated either by the service provider or the Income Tax Department, giving 30 days notice.

13. During the period of contract, no request shall be entertained for any hike in the agreed rates due to any reason.

14. The vehicle shall be for exclusive use of this office and should not be used by the service provider for any other purpose.

15. The vehicle provided by the service provider should be made available on all days including holidays and round the clock.

16. The vehicles provided by the service provider as per the agreement should be a brand new latest model. The vehicles should be provided with complete upholstery including clean and tidy white seat covers/ towels and other necessary comforts and facilities. The interior & exterior of the vehicles should be well maintained and cleaned properly on daily basis. In case the condition of the vehicles is found to be unsatisfactory, they shall be returned for immediate replacement.

17. Penalty and fine is as under:-

In case of noncompliance of the standards of the service to be provided as per this bid, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

Sr. No.	Nature of Default	Default Details	Penalty			
			1 st Instance	2 nd Instance	3 rd Instance	Remarks

1.	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from Third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
2.	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Warning	Penalty of 3 % of particular monthly vehicle hiring cost	Penalty of 5 % of particular monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
3.	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
4.	Breakdown of vehicle during trip (replacement provided)	Replacement provided up to 2 hours	Waiting	Amount of charges for vehicle hired by Buyer from third party and a penalty of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
5.	Delay in arrival of vehicle/ driver	For 30 mins or more	Waiting	Penalty of 1 % of monthly vehicle hiring cost	Penalty of 2 % of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
6.	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000/-	Penalty of Rs. 2000/-		After 2 nd instance, the service provider will have to replace the driver

7.	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-			After 1st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.
8.	Failure to address deficiencies pointed out at inspection	Deficiencies not address after 24 hours of inspection	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance.

18. The service provider should provide driver(s) with valid driving license and mobile phone. The driver should have knowledge of city routes and should be able to communicate and understand regional Language i.e. both in Hindi and English. Any change of driver is to be intimated in advance. **The service provider should also ensure that the vehicles properly sanitized regularly.**

Service provider Obligations :-

1. Service provider agrees to provide quality services as per SLAs mentioned in the contract
2. Service provider shall ensure that assigned vehicle and driver report as per schedule provided by user department/buyer/individual user. In an event of delay in arrival beyond 15 minutes, user shall have right to hire taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to service provider.
3. Service provider agrees to terms and conditions of the contract and shall ensure full compliance to them.
4. Service provider to ensure that all maintenance works related to assigned vehicle shall be carried out in off duty hours.
5. Service provider to ensure that vehicle deployed shall arrive at designated location on time and with full tank of fuel.
6. In the event of any break-down, servicing and repairs of vehicles, the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.

7. The Service Provider shall not be allowed to sub-let the Contract.
8. The Service Provider shall only provide vehicles which have the comprehensive insurance.
9. Police verifications for deployed staff shall be ensured by service provider.
10. All attempts shall be made to provide quality services.

Vehicle :-

1. The vehicle(s) should be registered in Haryana, State otherwise the department has reserve the right for rejected the services provider b d at any stage.
2. The vehicle (s) provided by the service provider shall have valid Registration Certificate, full comprehensive insurance to cover third party and occupants, fitness certificate, PUC, permit etc and any other relevant permits/licenses essentially required by the RTO and any other statutory bodies for commercial operations and must be revalidated before the expiry of the due date during the tenure of the contract period.
3. The vehicles deployed should be well maintained, cleaned thoroughly both internally and externally.
4. All vehicles shall be equipped with an emergency medical kit and fire extinguisher.
5. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning (if requested as an add on) and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to user departments.
6. Vehicle should be parked at the place as advised by the supervisor in charge and should be available when not booked. If the vehicle needs to be away for some reasons like re-fueling petty repairing etc. it should be with the knowledge of the controlling supervisor. Moving away without the knowledge of the controlling supervisor will be considered as non-available and will be liable for penalty.

Driver/Staff Deployed

The service provider shall be responsible for the acts and deeds of drivers of the vehicles including following –

1. The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty.

2. The driver/staff of the vehicles deployed for user department duties maintain polite & courteous behavior towards department users as well as to other departmental staff. Following may be construed as “Misbehavior” and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.

1. Denial of duty during contract period, or during hours as notified by user departments

2. Use of abusive language.

3. In an event that for any reasons the driver changes his contact number during the tenure of the contract then service provider will immediately notify the user department of the above change.

4. The driver shall be reachable at all times during duty hours.

5. Only drivers that possess a valid commercial driving license shall be deployed by service provider.

6. Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific colour as per Buyer's requirement.

7. The driver shall not report for duty in an inebriated state. In such an event user department shall have full rights to terminate the contract with immediate effect.

8. Any complaint from the user/staff of the user department with respect to their behavior/uniform will be viewed seriously and it will be brought to the notice of the service provider, who shall take suitable action.

9. Gossiping with the guests and using mobile phone during driving is not allowed. In case of urgency, driver should park the vehicle with permission from the user and talk in the mobile to the minimum duration.

10. As soon as the driver is advised to attend any guest by the administration, the driver should call/sms the guest giving his mobile and vehicle details. Charges of calls/SMSs will be on contractor's account.

11. Vehicle and driver should not be changed frequently. Any such changes should be informed by the contractor to the authority well in advance for permission.

12. Vehicle should have a mobile charger, ambient freshener.

13. The driver of the vehicle must possess valid driving license and should be qualified and experienced. He must follow all traffic rules and attend the duties as and when such duties are assigned by this office.

e. 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. The 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. The vendor will provide certificate of satisfaction regarding identity, character and antecedents of the driver as per desired format of Department.

14. During the currency of the contract the Vendor shall not change the dedicated vehicle or the driver as initially provided unless asked by this office. If due to any unavoidable circumstances either the vehicle or the driver or both are to be replaced, the same is to be done with the consent of the Department. In case of break down etc. of vehicle, the same should be replaced with the similar class/type of vehicle immediately. If the Vendor withdraws the vehicle at any time for repairs or for meeting any other purposes 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 by taking into consideration the terms and conditions offered on the GeM Portal.

15. 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.

16. 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 driver's 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.

17. During the period of the contract no request for escalation of monthly charges will be entertained by Department for whatsoever reasons.

18. Department has an option to terminate the contract without assigning any reason whatsoever by giving a notice in writing of 30 days or failure on the part of the vendor to honour the terms and conditions of the contract without any compensation to the vendor. The vendor can also terminate the contract by giving a proper application in writing and a notice of 30 days in advance.

19. The bidder/vendor and driver shall be bound to carry out the instructions

uctions of the Department as well as of the officers to whom the vehicle is assigned.

Statutory Rules Compliance & Taxes:-

1. The hiring charges will be inclusive of fuel cost lubricants, spare parts, maintenance and salary of the drivers/staff, payment of insurance/Road tax etc required for operation of vehicle in a state here service is required. However, state taxes required for operation in other states shall be provided by buyer.

2. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the user department requirement. User shall not be liable for any damages whatsoever to public property and/or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.

3. The service provider shall be solely responsible for any claims by any third party and/or employees of user department traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.

4. The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as service provider shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner what-so-ever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the service provider only and user/user departments will not be liable in any manner.

5. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law (Central/State) and specially Minimum Wages Act, payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the service of the service provider shall not be deemed to be employees of the user department hence the compliance of the applicable acts laws will be the sole responsibility of the service provider.

6. The service provider shall be personally responsible for any theft, misconduct and/or disobedience on the part of drivers so provided by him.

7. During the contract period, if the vehicle is seized or detained or re

quisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Service provider without any extra charges.

8. The cars deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department. The service provider has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.

9. The service provider shall provide at his own cost proper uniform and badges as per STATE MOTOR VEHICLES RULES (amended up to date) and photo identity cards to the drivers.

10. At the option of the Govt. user Service provider shall provide vehicle tracking system and will submit the record/data of journey including pickup time and drop time along with mileage. The mileage count will start from the location of pickup and no extra kilometers from the garage to the pickup point will be provided.

11. Payment shall be effected by credit into the bank account of the service provider through ECS/RTGS. User department shall pay the vendor all amounts on an invoice that are not the subject of a bona fide dispute within 10 days after departments receipt of a valid invoice that complies in all material respects in terms of this Agreement; the payment shall be subject to any deductions such as penalties, statutory deduction etc.

12. 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 lock outs, strikes, riots, embargos for any political or otherwise beyond the control of any party including war (whether declared or not) civil war or state of insurrection, the Department or contractor will give notice to other party at the earliest of the occurrence of such incidents that on account of the above event the non-fying 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, hereunder, for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the force majeure is established as provided herein above.

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 कार्यवाई का आधार होगा।/In terms of GeM GT 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---