

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	29-09-2026 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	30-09-2026 13:00:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Consumer Affairs Food And Public Distribution
विभाग का नाम / Department Name	Department Of Food And Public Distribution
संगठन का नाम / Organisation Name	Food Corporation Of India (fci)
कार्यालय का नाम / Office Name	Zonal Office South
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : chennaitolicpsu@fci.gov.in Buyer Email id: agmhkszfci@gmail.com
वस्तु श्रेणी / Item Category	Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2500 km x 320 hours; Local
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)	30 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
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

बिड विवरण/Bid Details	
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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	1080000
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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	State Bank of India
ईएमडी राशि/EMD Amount	21600

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

MANAGER

Zonal Office South, Department of Food and Public Distribution, Food Corporation of India (FCI), Ministry of Consumer Affairs Food and Public Distribution
(Vishnu S Kaimal)

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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 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.

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.

10. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

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

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
22-09-2026 15:00:00	FOOD CORPORATION OF INDIA ZONAL OFFICE 3, HADDOWS ROAD OPPOSITE SHASTRI BHAVAN CHENNAI 600006 MOB: 9444403996 & 9444555582

Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2500 Km X 320 Hours; Local (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	Premium SUV
Type of car (Please select at least 3 options)	Toyota Fortuner , Toyota Innova Crysta , Toyota Hycross
Usage Variant	2500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2026
Km Travelled	10000
Air Conditioning Requirement	A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
एडऑन /Addon(s)	

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

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

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Vishnu S Kaimal	600006,FCI, NO 3, HADDOWS ROAD, NUNGAMBAKKAM, CHENNAI	1	Duration in Months for which service is required : 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. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

PROFORMA FOR TECHNICAL BID- MONTHLY CAB & TAXI HIRING SERVICES

Name of the firm:_____

Address of the firm:_____

S.N	Name of required Documents	Whether copy of desired certificate/documents are enclosed
1	Valid Registration certificate of the Firm/Company (attach self- attested copy of the certificate)	
2	Valid PAN No. of the company/Firm (attach self-attested copy of the PAN Card)	
3	Valid GST registration No. (attach self-attested copy of the certificate)	

4	Proof for the office of service provider available in the state of Tamil Nadu 1. Utility Bills in name of company, i.e., Property tax receipt or water tax receipt or telephone bills or any recent bills of the property. (Rental Agreements will not be accepted) & 2. Valid GST Certificate of the company in which the firm has a registered address in Tamil Nadu	
5	Audited Balance Sheet of past three years	
6	Undertaking that their firm/agency is neither declared blacklisted/debarred nor his contract has been terminated before the expiry of the contract nor his EMD/SD has been forfeited by any Govt./Authority/Department/Autonomous Body of state/Central Govt.	
7	Experience & Past performance on similar contracts for last three financial years in Govt. departments/ PSU/State Govt /Public listed Company etc.	
8	Copy of MSME registration Certificate (Women/SC/ST/General)	
9	Bidder Turnover certificate	
10	Forwarding Letter signed by a) Proprietor of the firm b) In case of Partnership firm, the partner/person whose name is mentioned as signing authority in Power of Attorney C) In case of pvt.Ltd.Company, the forwarding letter should be signed by the director who is declared as signing authority in board resolution passed by the company.	
11	Copy of income tax certificate of last three years or since inception, whichever is later	
12	Composition of tenderer (whether proprietorship/ partnership/ Company)	
13	Attested copy of registered deed of partnership/Memorandum and articles of association by laws/certificate of registration etc as applicable.	
14	'Power of Attorney "in the favour of the person(s) so nominated whose act shall be binding on the Service Provider.	
15	In case of a Private limited company, names of all directors shall be mentioned and copy of resolution passed by the company, authorizing the person signing the tender to do so on behalf of the company	
16	In case of partnership firm, name of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all matters pertaining to the Contract.	
17	Registration certificate of the vehicle (Toyota Hycross) not older than 2026 registered under Tamil Nadu Jurisdiction owned in the name of service provider	

Signature of tenderer
(Rubber seal)

Scope of work: -

The service provider has to provide good condition vehicle on monthly basis for Local and outstation travel with experienced and good conduct drivers for official travel.

Though, in GeM bid details page, there was option to choose from either Local or Outstation only. Whereas, the intended the service will be engaged for Local + Outstation (combined) usage. Moreover, the requirement is for 2026 model Toyota Hycross vehicle only.

SL No	Specification	filters	
1	Premium SUV Toyota Hycross Registered in Tamil Nadu State	Local + Outstation	2500 km x 320 hours
2	Year of Manufacture	2026	
3	Kms run	Upto 10000 Kms	
4	Mode of Hire	Vehicle + Toll + Parking + Fuel + All Maintenance (Periodic, unplanned as well as Accident) work Except Driver	

Period of Contract: -

The Period of contract for Monthly cab & Taxi Hiring services will be for One Year from date of awarding of tender. This contract may be extended (on Mutual Basis) for an additional period of 1 year when situation warrants so.

Constitution of tenderer: -

1. Service Provider shall at the time of acceptance of offer declare, whether they are sole proprietary concern or registered partnership firm or company. The Service Provider shall also nominate a person(s) in whose hands the management and control of the work relating to the contract during the term and tenure of the contract would lie.
2. Signatory signing the tender shall state in what capacity he is signing the tender e.g. the sole

e proprietor of the firm or as secretary / Manager/Director etc. of limited company. In case of partnership firm, name of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all matters pertaining to the Contract. In case of limited company, the names of all directors shall be mentioned and a copy of resolution passed by the company, authorising the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the memorandum and articles of Associations of the company.

3. The Service Provider shall be required to submit 'Power of Attorney' in the favour of the person(s) so nominated whose act shall be binding on the Service Provider.
4. The Service Provider shall not during the currency of the contract make, without the prior approval of the Corporation, any changes in the constitution of the firm.
5. The Service Provider shall notify to the Corporation the death/ resignation of the partners/directors immediately on the occurrence of such an event. In absence of such notice / approval, the Corporation shall have the right to terminate the contract. The Corporation is not liable for any action arising out of change of constitution of the firm.

Eligibility of Tenderer: -

1. The minimum average annual turnover of the bidder during last three years ending on 31st march of the previous financial year should be Rs.30 lakhs 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 of the relevant period shall be uploaded with the bid. In case the completed financial years after the date of constitution shall be taken into account for this criterion.
2. 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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price by the MSE bidder.
3. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last two years to any Central / State Govt. Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer

4. Participation in Pre-Bid Meeting is mandatory for getting qualified in the Technical Qualification stage. This is being emphasized in order to establish a fool proof understanding on the premise, work environment as well as quality of service expected out from the provider.
5. The tenderer should produce RC (Registration Certificate), Road Tax, photo of the vehicle as well as proof of Kms run and other official documents pertaining to the vehicle to be provided during bid submission stage itself.

Disqualification conditions: -

1. Tenderers who have been blacklisted or otherwise debarred by FCI or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.
2. Any Tenderer whose contract with the Food Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period on account of breach of contract at any point of time during last five years, will be ineligible.
3. Tenderer who's Earnest Money Deposit and/or Security Deposit has been forfeited by Food Corporation of India or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
4. If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
6. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the tenderer disqualified.
7. Non-attendance in the Pre-bid meeting will be a ground for disqualification
8. All bidders must submit a signed undertaking on non-applicability of conditions warranting disqualification.

Additional Terms and Conditions: -

1. The rate quoted by service provider is inclusive of Toll, Maintenance (periodic and accident work) & fuel charges. The service provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Buyer on actual basis on submission of proofs as paid by the service provider
2. The Service provider should supply the vehicle in good condition and change in vehicle booked will not be entertained.
3. The Tender floated is for One Year and extendable up to 1 year upon Mutual consent.
4. The tenderer shall be liable for all costs , damages , registration fees , charges and expenses suffered or incurred by the corporation due to the tenderer's negligence and unworkman like performance of any services under this contract or breach of any terms of the contract or failure to carry out the work under the contract and for all damages or losses occasioned to the corporation ,or in particular to any property belonging to the corporation due to any act whether negligent or otherwise , of the tenderer or his employees. The decision of the General Manager (HK), Food Corporation of India, Zonal Office , Chennai, Tamil Nadu regarding such failure of the tenderer and their liability for the losses etc. suffered by the corporation and the quantification of such losses shall be final and binding on the tenderer.
5. The General Manager (HK), Food Corporation of India, Zonal Office, Chennai, Tamil Nadu shall have all the right to terminate the contract in case the services tendered by the tenderer are not of the requisite standard as per procedure laid out in bid document.
6. The decision of the General Manager (HK), Food Corporation of India, Zonal Office, Chennai, Tamil Nadu shall be final and binding upon the tenderer.
7. The contract will be governed by the laws of Republic of India. Any dispute arising out of this contract will be settled in the court of law of competent jurisdiction at Tamil Nadu .
8. Time allowed for technical clarifications during technical evaluation would be 2 days.
9. The evaluation method adopted would be Total value wise evaluation.
10. A declaration will be given by Service Provider on an affidavit that no information whether in written or verbal form will be leaked out of the offices concerned. In case any information in respect of work/documents entrusted to the service provider is leaked due to the lapse of officers/staff of service provider, appropriate civil as well as criminal proceeding would be initiated against the service provider and its concerned officers and staff.
11. In Addition to the terms and conditions mentioned herein above, the service provider is also bound by and liable to comply the Special Terms and Conditions and SLA for scanning and digitization available at <https://gem.gov.in>.

Security Deposit: -

The successful bidder shall furnish within 5 working days from the date of acceptance of the rates (after opening and evaluation of the Price Bid) a Security Deposit for an amount equivalent to 5% of the total cost of the contract value, by way of Demand Draft/Pay Order issued by a Scheduled Bank or Electronic Clearing System (ECS)/other electronic means in favour of Executive Direc

tor (South), Food Corporation of India, Zonal Office, payable at Chennai, in the following account:
Food Corporation of India Zonal Office AC Account No.10640630609 in State Bank of India, Thousand Lights branch, Chennai with IFSC Code No.SBIN0020243

2. FCI will not pay any interest on Security Deposit in any case. Security Deposit shall be payable in INR only and shall not be accepted in any other currency. The refund shall be made by electronic means to any bank account in India for which necessary bank details shall be provided by the party.

3. If the successful bidder having been called upon by the FCI to furnish Security fails to do so within the specified period, wherever applicable, it shall be lawful for the Corporation to terminate the order and to initiate appropriate proceedings in GeM against the bidder.

4. The bidder will also be debarred from participating in any future bids of the Corporation for a period of five years. After the completion of prescribed period of five years, the bidder may be allowed to participate in the future bids of FCI provided all the recoveries/dues have been effected by the Corporation.

5. If the successful bidder had previously held any order and furnished Security Deposit, the same shall not be adjusted against this order and a fresh Security Deposit will be required to be furnished.

6. No claim shall lie against the Corporation either in respect of interest or any depreciation in value of any Security.

7. If the bidder fails or neglects to observe or perform any of his obligations under the contract order, it shall be lawful for the Corporation to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the bidder or to appropriate the Security Deposit furnished by the bidder or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation, Save as aforesaid if the bidder duly performs and completes the order in all respects and presents an absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Corporation shall refund the Security Deposit to the bidder after deducting all costs and other expenses that the Corporation may have incurred and all dues and other money including all losses and damages which the Corporation is entitled to recover from the bidder.

8. The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the bidder.

9. In the event of the Security Deposit being insufficient or if the security has been wholly forfeited and the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due, or which at any time thereafter may become due to the bidder under this or any other order with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the bidder shall pay to the Corporation on demand the balance dues.

10. The Security Deposit will be refunded/released only after satisfactory execution of contract order and expiry of the contract period and on submission of "NO DUES CERTIFICATE" issued by the recipient office(s) of the Corporation, "NO DEMAND CERTIFICATE & PRERECEIPT" by the Service-Provider and after deducting all costs and other expenses that the Corporation may have incurred due to default of the Service-Provider on any account and all other losses / damages that the Corporation is entitled to recover from the Service-Provider.

11. If any of the attached/uploaded documents are found to be forged/fabricated at any stage, before or after the award of the order and/or expiry of the order the Security Deposit of the Service-Provider will be forfeited without prejudice to any other rights and remedies of the corporation under the Law.

12. Tenderer must quote their Income Tax Permanent Account Number (PAN).

Acceptance: -

On finalization of Tender, FCI will communicate acceptance of the Tender by way of letter of acceptance through Registered post/FAX/E-mail/speed post etc., which will conclude a binding contract between the parties and the Service Provider shall act upon such acceptance letter.

This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of tenderer
(Rubber seal)

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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 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---