बिड संख्या/Bid Number: GEM/2026/B/81863

दिनांक /Dated: 05-11-20

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-11-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-11-2026 17:00:00
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 Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Army
कार्यालय का नाम/Office Name	**********
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :gauravrajain.929f@gov.in Buyer Email id: akshayks.608021-cgo@gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 1200 km x 208 hours; Local
अनुबंध अवधि /Contract Period	9 Month(s) 4 Day(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	3.5 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes | Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for 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 t buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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	3
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	2
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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	15950

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	11

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटे
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 गय
है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevan

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 :
AE E/M
GARRISON ENGINEER INDEP PROJ RUNWAY, Department of Military Affairs, Indian Army, Ministry of Defence (Akshay Kumar Singh)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

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. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall l 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.
2. 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 t meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March o 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 Accountan 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 a the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bi document (ending month of March prior to the bid opening) of providing similar type of services to any Central / Stat 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.
5. **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 Ministr If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of th 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 resel 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 servic and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of produ 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 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.
6. 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 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 wo be determined by the buyer based on its own assessment of reasonableness and based on competitive prices receiv in Bid / RA process.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidd 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:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. 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
v. 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

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

SCOPE OF WORK - 1792664332.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Geographic Presence in States:ANDAMAN AND NICCOBAR ISLAND

Scope of Work:1792664419.pdf

Monthly Basis Cab & Taxi Hiring Services - Sedan; 1200 Km X 208 Hours; Local (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Tata Tigor
Usage Variant	1200 km x 208 hours
Type of Service	Local
Year of Vehicle Model	2024 , 2025 , 2026
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C

विवरण/ Specification	मूल्य/ Values
Area of Operation	Plains
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

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 Requireme
1	**********	**********Nicobar	1	• Duration in Months for which service is required : 9

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

1. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. **Generic**

   1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buye
   2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior writ consent of buyer.
   3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally lia and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performanc of the Contract and the Sellers obligations there under.

3. **Payment**

   PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted st deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

GE (P) (RW) Carnicobar
payable at
GE (P) (RW) Carnicobar
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to Buyer within 5 days of Bid End date / Bid Opening date.

5. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

GE (P) (RW) Carnicobar
payable at
GE (P) (RW) Carnicobar
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ens
delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

6. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

SCOPE OF WORK

Ser No	Description of item	Units	No d days
1	2	3	4
1	Hiring of LDV with driver (Dezire / Tata Indigo or any other equivalent) for official use of GE (P) (RW) Carnicobar, (Military Engineering Services). The general term s and conditions are as under :-	Each Day	275

2 **(a)** The vehicle 01 Nos LDV with driver (Dezire or any other equivalent) alongwith driver should l available in office complex of GE (P) (RW) Carnicobar by 0900 Hrs to 1700 Hrs every day except Sunda and gazetted holidays.

(b) Quality of Vehicle.

(i) The vehicle should be in a good mechanicial condition.

(ii) The vehicle should be clean from inside and outside and the paint of white colour on the body sh uld of good standard.

(iii) Seats should be comfortable without spring protuding out. The upholstery and seat covers shoul be neat, clean and untorn. Aesthetics sense be kept in mind.

(iv) The vehicle must be in possession of valid RC books alongwith proof of registeration and should have valid operating permit from the registered transport office. Letter from RTO regarding change of owernship of vehicle or similar documents will not be accepted as RC Books. All vehicle should be r gistered with the relevant RTO and should not be under litigation and should have comprehensive va d insurance and taxes paid to RTO. In adition all mandatory documents required by civil administrati n be carried out to the vehicles. Vehicle not processing the same would be dehired at cost of the firm and the firm shall be penalize by the contract operating authority.

(v) Adequate diesel must be carried in the fuel tank to cater for the entire duty as well as additiona tasks.

(vi) Typre pressure is accurate and tyres are in good condition.

(vii) Vehicle must process valid polution under control and should not emit excessive smoke.

(viii) Vehicle must have fully servicable brakes, indicators, head lights and horn and safety equipme ts as per the rules of the land and be possess a certificate of having been serviced by an authorised s rvice agency in the preceding one year.

(ix) Vehicle should not be older than five years as on 01 Apr of the financial year.

(x) Vehicle should be on road worthy in all respect as assessed by the authorised officer.

(xi) The vehicle must have serviceable spare wheel necessary spares and tools for repair.

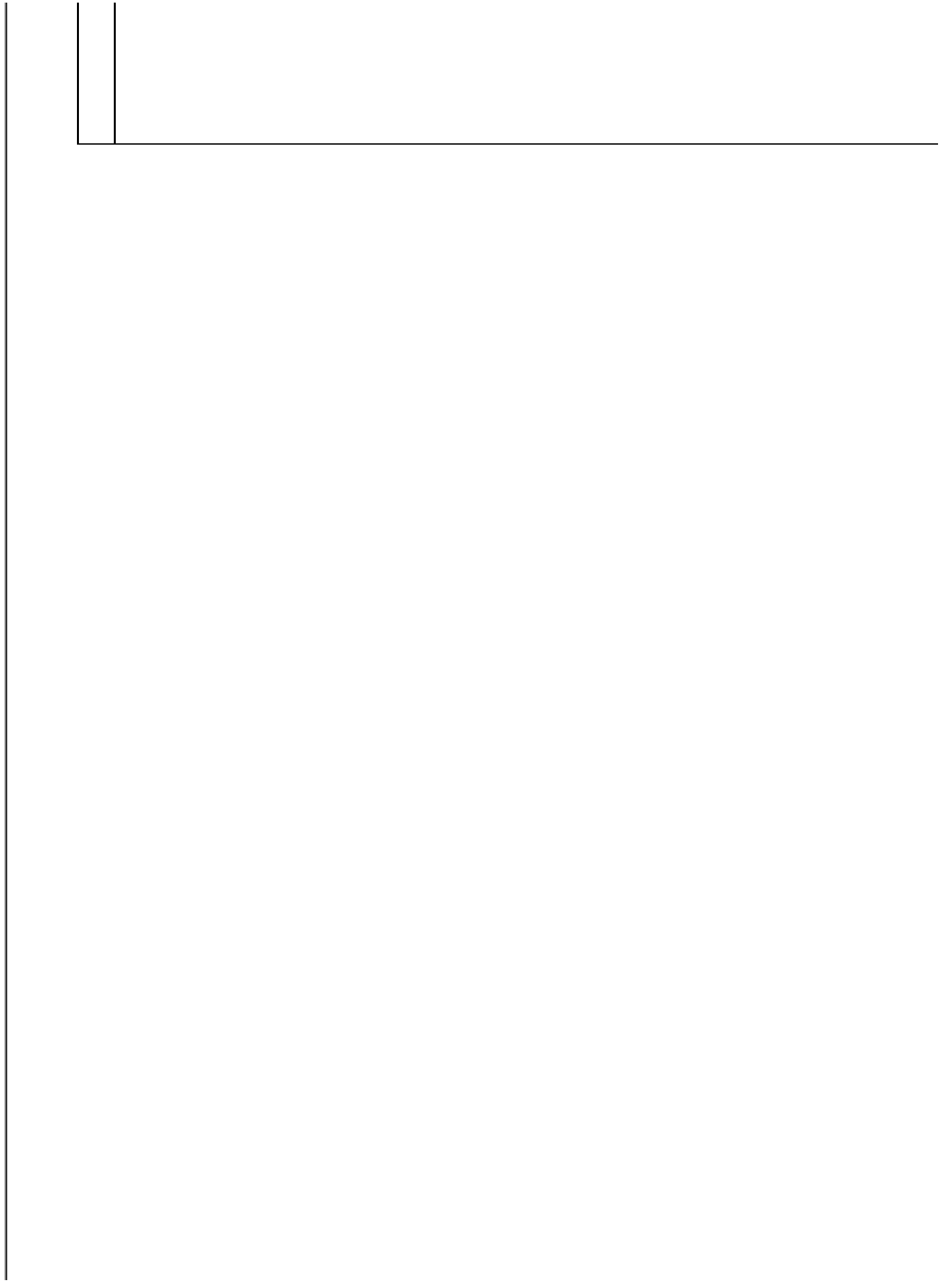
(xii) The driver will not be primitted to carry any other stores except spares tyre,tubes,wheel tools r pair and spare cans for fuel and water.

(xiii) The vehicle should have comofort and convenices fittings for enviromental controls.

(xiv) The vehicle must conform to advance emission norms bharat stage IV /VI category.

(xv) All the change like toll tax, airport parking charges etc would be paid by the contractor.

(xvi) No vheicle with un lawful CNG/LPG fitting will be provided by the contractor.



(c) Standard of Drivers.

(i) Must possess valid driving license , other required documents of vehicle and mobile phone for com munication .

(ii) Should have adequate knowledge of Carnicobar.

(iii) Police verification : The contractor is responsible to check the attendance of the driver provided b y him. No individuals with police records unverifies background will be employed by the contractor. T he hiring of such drivers shall be deemed as failure of service and contract could be terminated. The c ontractor shalll be subject to officalsecrete Acts.

(iv) All the drivers performing duties must be dessed up properly, wear blue shirt and black colour tr ouser and black shoes while on duty, must not be under influence of alcohol other intoxication and mu st be in possession of mobile phone.

(d) Failure of Service.

(i) In case of breakdown of any vehicle while on duty, the firm / owner shall be responsible to provide substitute vehicle within 30 min of reporting of the breakdown to him. In case replacement vehicle is n ot porved no billing of broken dwon vehicle will be doen and risk purchase at cost of contractor can be done.

(ii) This office will be terminated the contractor at any time at short notice in case of voilation.

7. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. **Vehicle Hiring(MoD)**

   Agents / Agency Commission
   The Seller confirms and declares to the Buyer that the Seller is the original provider of the services referred to this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially unofficially, to the award of the contract to the Seller. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift the Seller will be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have the right to recover any such amount from any contra concluded earlier with the Government of India.

9. **Vehicle Hiring(MoD)**

   Access to Books of Accounts
   In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission a penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

10. **Vehicle Hiring(MoD)**

    Accident & Insurance
    1.The Seller shall undertake to produce evidence to the satisfaction of the Buyer that the insurance company with which insurance all vehicles being tendered under this contract has been affected, has received notice(s that the Government is interested in the policy of insurance.
    2.Seller agrees and will be responsible, for any untoward happening like accident / death of drivers during dut and Seller will not claim any compensation from the Government.
    3.The Seller shall indemnify the Government against any claim action or demands relating to any accident or damage that may occur to any vehicles(s) and driver(s) employed by the Seller under this contract or to any person involved in such accident.
    4.In the case of any accident, the Seller or his / her representative will inform the nearest Police Station. Court Inquiry as in case of Army vehicle will be conducted and the decision of the Indian Army in this regard shall be binding and final.
    5.In case of any accident during the performance of the duty, the cost of damage to the vehicle will be borne the Seller. No compensation will be given by the Army authorities.

11. **Vehicle Hiring(MoD)**

    RISK & EXPENSE
    Rejection of Vehicles, as described above, or on account of Seller’s failing, declining, neglecting or delaying to comply with any requisition or otherwise not executing the same in accordance with the terms of the contract the consignee or his / her successor in office shall be at liberty (without prejudice to any other remedy the Government may have on account of any claim for compensation against loss and inconvenience caused by such breach or non-performance of the contract) to hire from any other source, at Seller’s risk and expense, such services as may have been rejected or that Seller may have failed, declined, neglected or delayed to supply.

12. **Vehicle Hiring(MoD)**

    RISK & EXPENSE
    In the event of vehicle(s) arranged from other sources at risk & expense of the Seller in accordance with the terms of the contract, the amount of excess incidental expenditure, if any, involved in having to meet the complete demand out of Civil Hired Transport, will be in addition to the amount recoverable from Seller, for making such arrangement and be charged from Seller.

13. **Vehicle Hiring(MoD)**

    The Risk & Expense Clause will be executed in offline mode as there is no functionality available on GeM.

14. **Vehicle Hiring(MoD)**

Common Terms for All Types of Vehicles Required Under the Contract
All Vehicles tendered will be registered/approved by the concerned RTO/RTA as commercial transport and all taxes paid on due date.
1. For operation of the contractual obligations in the protected areas / States, where & when required, all driv and other staff employed will be in possession of inner line permit / validated card issued by the civil administrative authorities.
2. A valid route permit is held for each and every vehicle provided to the Government under this agreement.
3. ON MILITARY DUTY board will be displayed on the vehicles under the contract only when hired by the Buye
4. Vehicles will fumigate/disinfect against infectious diseases, if any, as desired by military authorities. All expenses in this connection will be borne by the Seller.
5. Seller cannot claim to be issued with Petrol/ Diesel/ Fuel/ Oil/ Lubricants, either free or on payment for his vehicles, from military sources.

15. **Vehicle Hiring(MoD)**

Demand of Vehicles & Transport Indents
The civil vehicles required under the contract include those for conveyance of stores, officials, personnel and civilians of Army, Navy, Air Force, Para Military Forces, Central/State Governments and Nationals of other countries for whose subsistence Government of India accepts responsibility and who happen to be or come in the area covered by the contract.
1. Sellers accredited representative will report to the consignee at the designated time and place for collectin the demand of transport required and the transport will be provided by the seller on the date and time specifi
2. In case Seller/or accredited representative does not report, the demand of transport dispatched by post/ through dispatch rider / message on the last known address / mobile number of the Seller / accredited agents the Seller by the consignee will be taken as received by the Seller and normal procedure for hiring of transpo at risk and expense of the Seller will be initiated in case of failure on part of the Seller.
3. Normally 24 hour notice will be given for provision of a vehicle. In cases of urgent military necessity, the transport may be demanded over the telephone. In such cases covering indents will be submitted by the consignee / indenting unit.
4. Seller shall have no objection to the increase/decrease of the demand of vehicle placed by the consignee, provided such changes are made within six hours in advance. However, a demand placed earlier may be cancelled at the last moment even on arrival of the vehicle for duty at reporting point / parking area.
5. Transport indented for by the consignee will be supplied at the time and place given in the order issued by consignee/ authorized representatives. All vehicles will report to nominated reporting place / vehicle parking area as specified by the consigneeor their authorized representatives. No vehicle driver will be permitted to leave the vehicle unattended.
6. Seller or accredited agent(s) will initial the Car Diary at the time of commencement of duty and obtain full signature of officer using the vehicles.
7. Time and Kilometer of duty will commence at the parking area / reporting point as specified by consignee. extra Km / time will be given for vehicle to report from garage or return.
8. On completion of duty, signature of the consignee / his / her representative on the Car Diary and other relevant documents will be obtained.
9. Seller shall undertake to complete the service within the reasonable specified time as required by the consignee and Seller shall employ such transport as will be necessary to complete the service within the specified time.

16. **Vehicle Hiring(MoD)**

Deliveries
Seller will adhere to the time permissible to travel the distance on the specified route as per the instructions which will include routine halts, halts due to security reasons imposed by the Civil/Army authorities, convoy timing if any, repairs en-route repair / maintenance timing and so on to ensure the official(s)/stores reach the destination in time. However, if the vehicle is not able to reach the destination by the expected time of arriva the driver will get his / her copy of transport indent endorsed from Civil Police authority and Army TCP stating the reasons for delay.
1. With respect to delivery of vehicle(s) /service(s) from one station to the other, the time taken for the same shall be in conjunction with the distance travelled on the basis of speed/KM ratio and type of terrain. In case o any contingencies occurring en-route, like vehicle breaking down, it would be entirely binding upon the Seller arrange for a relief vehicle.
2. Seller shall deliver the goods at the destination. In case the Seller is unable to do so due to accident / breakdown of vehicles or natural calamities, he will lodge a proper report at the nearest Police Station and als inform the consignee

17. **Vehicle Hiring(MoD)**

Emergencies & Restrictions

1. In the event of a state of emergency being declared by the President of India in the area where this contra operational, and the control of civil transport is required to be taken over by the Civil or Military authorities, Seller agree to obtain Buyer's requirements for the purpose of this contract through and under the supervisio of the same authorities and without extra cost to the Government, i.e., without altering the original tendered rate for hiring under the contract.
2. After the state of emergency has been declared by the President of India which covers the area in which th contract is held, the Buyer will have the sole discretion to decide the date from which the Military situation warrants the termination of the contract and such date will be communicated to Seller in writing and Seller agrees to accept this decision as fully binding from that date.
3. Seller will be liable to perform the duties detailed by the consignee/ his / her representatives, as and when detailed irrespective of the prevailing conditions in the Station or enroute for example natural calamities like flood, earthquake etc and during strike, civil disturbances / outbreak of hostilities. No additional compensatio will be paid for such duties.
4. In the event of a road block, the Seller will provide vehicles through diversions routes at the same rates / terms and conditions.

18. **Vehicle Hiring(MoD)**

Inspection / Rejection of Vehicles

The vehicles provided under this contract shall be according to qualitative standards as the Buyer shall approve.
1. The consignee or his / her authorized representative(s) or any other officer acting on behalf of the Buyer m at any time, inspect the CHTs tendered by the Seller under this contract, physically or mechanically and Selle shall comply, without unnecessary delay, with any reasonable instructions or suggestions issued by such Offi consequent to such inspection.
2. Seller shall neither claim nor be entitled to payment for any damage that rejected transport may suffer or a other harm incidental to a full and proper examination and test of such transport.
3. Any CHTs rejected by any of the authorities on inspection, before or during use of the vehicle, will be repla by Seller at once. Time spent for replacement will not be calculated for payment.
4. The officer to whom CHT services are to be provided may reject the transport, if in his / her opinion the transport provided does not meet the requisite qualitative standards.
5. Seller shall not charge or be paid for transport rejected as per provisions contained herein, and such transp shall be removed by Seller at his / her own expense.
6. If not replaced within an hour the contract-operating officer concerned may arrange the vehicle from any other source(s) at Seller's risk and expense. Any transport arranged from any source shall be charged at loca market rate prevailing at the time.

19. **Vehicle Hiring(MoD)**

LIGHT VEHS

Light Vehicle CHT supplied by Seller will have the following fitments at no extra cost to the Buyer:-
(a) One Star Plate on the front end of the vehicle and one Star Plate at the rear end the vehicle.
(b) Flag rod at the front end (nose) of the vehicle.
(c) Siren and Dome light (flashing) on the roof, if and when required.
(d) Fire extinguisher.(Buyer can add in Buyer Specified ATC)

20. **Vehicle Hiring(MoD)**

Load Carrier/CHTT

Maximum permissible weight to be loaded in a particular type of vehicle will be as per its RC/ instructions issu by respective RTO / RTA.
1. Any dispute as to the capacity of vehicles shall be determined by the consignee or an Officer acting on his her behalf whose decision shall be final.
2. A representative of the Seller shall be allowed to supervise the loading/unloading at the loading/unloading installation.
3. Seller shall take all necessary precautions for proper loading and conveyance of stores fully protected from loss or damaged due to water or fire or dust or shock or exposure to sun/dampness/ moisture etc. If there is a dispute as to what is necessary under this head, the same will be decided by consignee, whose decision shall final.
4. In case of carriage of FOL products, the Seller / Driver will satisfy themselves that the seals of barrels /Jerri can /tins are intact at the time of collection / loading of vehicles.
5. Seller shall provide all gear (including serviceable loading ropes and water proof sheets and tarpaulins) for use on the CHTs in inclement weather.

6. Vehicles will neither be detained after loading nor will be diverted by the Seller / their accredited agents to any other duty other than authorized by the consignee, and will proceed directly to their destinations.
7. Seller will be responsible for safe carriage of stores/luggage/personnel and will not divulge to any one the nature of duty, destination and other information connected with defence efforts.
8. Seller will not be permitted to carry any unauthorized person/luggage and stores in the vehicle once hired.
9. In case the vehicle once hired by the consignee is found carrying double load ie the vehicle loaded from on depot / location is found carrying additional load of another vehicle hired by the consignee or any other agen carriage charges of both the vehicles will not be paid.
10. No transshipment of the consignment by the driver / Seller will be permitted without prior permission of t consignee. In the event of breakdown of the vehicle en-route transshipment of military stores may be affecte at Sellers risk/cost and immediate information of the same will be given to the consignee or his / her representatives on telephone.Any damage to military goods during such transshipment will be made good by the Seller without any representation as asked for by the Consignee.

21. **Vehicle Hiring(MoD)**

Miscellaneous
Any change in the constitution of the firms shall be notified forthwith by the Seller in writing to the Buyer and such change shall not relieve any former member, of the firm from any liability under the contract
1. No new partner/partners shall be accepted in the Seller's firm during the currency of this contract unless he/they agree to abide by all its terms and conditions and deposit(s) with the Buyer a written agreement to t effect.
2.Seller acknowledge that Seller has acquainted themselves with all the conditions, and circumstances under which the provisioning of vehicles required under the contract will have to be made or furnished and with all t terms, clauses, conditions, specifications and other provisions of the contract and Seller(s) shall not plead ignorance of any of these as excuse in case of complaint against or of rejection of vehicles provided by Seller with a view either to ask for enhancement of any rates agreed to in the contract or to evade Seller's obligatio under the contract.

22. **Vehicle Hiring(MoD)**

Non- disclosure of Contract Documents
Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provisi specification or information thereof to any third party. Declaration duly signed on official Letter Head of the Seller as per format given at Annexure-I.

23. **Vehicle Hiring(MoD)**

Notices
Any notice required or permitted by the contract shall be written in the English language and may be delivere personally or may be sent by FAX or registered pre-paid mail / airmail, addressed to the last known address o the party to whom it is sent.

24. **Vehicle Hiring(MoD)**

Online Submission
Scanned copy of following documents will be uploaded:-
(a) Registration certificate issued by Headquarters Command.
(b) Certificate of Financial Capacity Contract Carrying Capacity (CCC) by vendors registered with Headquarter Commands as per format given at Annexure-II.

25. **Vehicle Hiring(MoD)**

Payment of Point to Point Out Station Duty Contracts
The payment for point to point contracts will be made at the overall fixed rate per trip without any extra hour km or day halt or night halt charges.

26. **Vehicle Hiring(MoD)**

Rescission of Contract
The Buyer may rescind the contract by notice to Seller in writing:-
(a) If the Seller assigns or sublets the contract or, if Seller attempts to do so.
(b) If Seller or any of his / her agents or servants shall:-

(i) Be guilty of fraud in respect of the contract, or any other contract entered into by the Seller with Government; or
(ii) Directly or indirectly give, promise or offer any bribe, gratuity, gift, loan, perquisite reward or advantage pecuniary or otherwise to any Officer or person in the employment of the Government in any way relating to such officer's / person's office or employment.
(c) If any such Officer or persons, mentioned in / sub paragraph (b) (ii) of this Para, become in any way directl or indirectly interested in the contract.
(d) If Seller or any of his / her partners become insolvent or apply for relief as an insolvent debtor or commen any insolvency proceedings or make any composition with creditors or attempt to do so or in the case of bein registered company, any order is duly made or any resolution is duly passed for winding up of the company.
(e) If it should transpire that Seller is doing business conjointly with any other contractor(s) or that Seller is a partner in any other firm(s) on the Approved List of Contractors of Headquarters Command.
(f) If Seller fails to deposit the Performance Bank Guarantee.
(g) In case of such rescission, Seller's P BG (or such portion thereof as the Buyer shall consider adequate) sha stand forfeited and be absolutely at the disposal of Government, without prejudice to any other remedy actio that the Government may have or take.
(h) If this contract is for more than one station, its rescission under these conditions shall not be affected by t acceptance, meanwhile or subsequently, or supplies/services accepted or made at any station in ignorance o the rescission.
(I) In case of such rescission the Government shall be entitled to recover from Seller on demand any extra expense the Government may be put to in obtaining supplies/services hereby agreed to be supplied, from elsewhere in any manner, for the remainder of the period for which this contract was entered into, without prejudice to any other remedy the Government may have.

27. **Vehicle Hiring(MoD)**

Recoveries
1.All monies or compensation payable by Seller to the Government under terms of the contract may be deducted from or realized by the sale of sufficient part of Performance Guarantee, or from interest arising the from or from any sums which may be due or may become due by the Government under this contract or any other account with the Government.
2.In the event of Performance Guarantee being reduced by reason of any such deductions of sale as aforesai should the value of such receipts or securities depreciate in value during the period that they be held as such Performance Guarantee, Seller shall within twenty days from the date of Sellers being called to do so, make good in case of receipts or securities the amount required to complete the Security Deposit / Performance Guarantee to the original value.
3.Any sum of money due and payable to the Seller (including Performance Guarantee returnable to him / her) account of this contract may be appropriated by the Buyer or the Government or any other person or persons acting on behalf of the Government of India and set off any claim of the Government or such other person or persons for the payment of a sum of money arising out of this contract or under any other contract made by t Sellerwith Government.
4.Any expenditure incurred by the Government through Army authorities in providing medical aid, repair, recovery and such other facilities which may not be readily available with civil authorities in remote and diffic areas would be recovered by the Consignee / Paying Authority from the bills of Seller or from the PBG lodged with Army authorities or by any other means the Buyer decides.
5.Seller shall be liable to pay rent for any military land if and when occupied by Seller in the course of the contract at a rate to be fixed by the Officer sanctioning the occupation of the land and intimated by Buyer.
6.Legal heirs and partners of the Seller shall be responsible to make good the loss/damage/depreciation caus to the Government stores by the Sellers employees at the prevailing local market rates alongwith the incidentals.

28. **Vehicle Hiring(MoD)**

Tax and Duties
Toll Tax/ Entry Tax/ Octroi Duty & Local Taxes. No separate payment would be made by the Buyer for Toll Tax Entry Taxes, Octroi duty and local Taxes, if any. The Seller should cater for these Taxes/ duties as part of Bas Rate quoted in the Bid.

29. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

30. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telepho No. for Service Support.

31. **Service & Support**

    Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

32. **Past Project Experience**

    Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one o the following documents may be considered as valid proof for meeting the experience criteria:a. Contract cop along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder tha service/supplies against the invoices have been executed.b. Execution certificate by client with contract value Any other document in support of contract execution like Third Party Inspection release note, etc.

33. **Buyer Added Bid Specific ATC**

    Buyer uploaded ATC document Click here to view the file.

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 / grievan 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 nu & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any pri 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 Sing 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 with 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 experienc
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 a 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, 201 the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 202 and the Code on Social Security, 2020 as and when notified and brought into force by the Government 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 Minimur 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 contin 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. an 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 acti in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Lev 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 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 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 प्राधि के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपाल 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 rega

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 t 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 declaratior 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---