बिड संख्या/Bid Number: GEM/2026/B/8213804
दिनांक /Dated: 29-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-11-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-11-2026 12:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of 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	Divisional Office Agra
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :agraup.fci@gov.in Buyer Email id: roshan222632.fci@gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 km x 320 hours; Outstation
अनुबंध अवधि /Contract Period	1 Year(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)	8 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
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
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),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए 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**	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
लागू आरसीएम/**RCM Applicable**	Yes
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)**	500001
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

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

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 (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.
2. 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.
3. 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.
4. 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.

जीएसटी की धारा 9(3)I/Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

जीएसटी की धारा 9(3)I / Section 9(3) Of GST

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If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1793250926.pdf

Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 Km X 320 Hours; Outstation (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 , Hyundai Aura
Usage Variant	2500 km x 320 hours
Type of Service	Outstation
Year of Vehicle Model	2024 , 2025 , 2026
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
एडऑन /Addon(s)	
Outstation Night Charges Applicable	Yes

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकार 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	1%	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 Requirement

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Roshan Dungdung	282002,FCI BUILDING 60/4 WAZIRPURA ROAD SANJAY PLACE AGRA 282002	1	• Estimated number of outstation nights per month per vehicle : 4 • 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. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

भारतीय खाद्य निगम		FOOD CORPORATION OF INDIA
मंडल कार्यालय, आगरा		DIVISIONAL OFFICE,AGRA
) 0562-2854789, 2522689 फैक्स 0562-2854789 ईमेल agraup.fci@nic.in		) 0562-2854789, 2522689 Fax 0562-2854789 Email ID agraup.fci@nic.in
खाद्य भवन **60/4, संजय प्लेस, आगरा – 282002** 60/4, Sanjay Place, Agra – 282002		

TENDER DOCUMENT (TERMS & CONDITION) FO R HIRING OF TAXI CARS

Objective of the Tender: Hiring of Cars for local/ outstation j ourneys on Daily, Monthly basis for the use of FCI officers in off icial capacity as and when required.

i) Offers to remain open for acceptance up to 45 days from the date of opening of the Technical Bid. Food Corporation of India, may, at its discretion, extend this d ate by another 30 days and such extension shall be binding on the Service Provid er.

Period of contract

Contract shall be awarded for a period of One year extendable mutually to such furt her periods of another Three Months on the same terms & conditions with the prior approval of Divisional Manager, FCI Agra.

1. **Minimum Eligibility Criteria:**

1. Tenderers having at least 3 years‟ relevant experience in t he immediate preceding 3 years in supply of Cars on hire, o ut of which at least 1 year experience in supply of Cars on hired basis at any Govt. Dept. / Public sector undertaking/ R eputed Organisation of not less than Rs.5,00,000-00

OR

Tenderer having no experience can participate in the tender by submitting an affida vit for submitting extra Performance Guarantee of Rs. 50,000.00 (Rs. Fifty Thousand only) th rough Bank Guarantee.

a. PAN number

b. GST Registration No.

c. Having owing/control upon two vehicles/taxi at least.

Note. Tenderers shall furnish scanned copy of documentary proof in support of the above eli gibility criteria along with Technical Bid

List of Mandatory Documents to be attached:-

1. MSME Certificate of desired services.
2. Pan Card
3. Aadhar Card
4. Experience/work completion certificate issued by previous employer.(if any)
5. GST Registration
6. Turnover of last 3 years.
7. Documents (Registration Certificate etc.) of at-least owing/control upon of two vehicles /taxi.
8. Partnership deed if applicable.

2. **Disqualifications**

a. Tenderers who have been blacklisted or otherwise debarred by FCI or Central/State Govt. or any Central/ State PSU /Stat utory Corporations for any failure to comply with the terms and conditions of any contract, or for violation of any Statut e, Rule, or Administrative Instructions.

b. The contract entered into by the Tenderer with FCI or centr al/state Govt. or any central/ State PSU /Statutory Corporati ons has been terminated before the expiry of the contract p eriod for breach of any terms and conditions at any point of time during the preceding five years.

c. The Earnest Money Deposit and/or Security Deposit of the Tend erer has not been forfeited or adjusted against any damages/ c

ompensation payable, in the case of any Contract entered into b y the Tenderer with FCI or central/state Govt. or any central/ St ate PSU /Statutory Corporations, during the preceding five years .

d. The Tenderer, its proprietor/any of its partners/ Directors/ M embers of its Governing body has not been, at any time, co nvicted by any court for any offence and sentenced to impri sonment for a period of three years or more for an Offence i nvolving moral turpitude.

3. Scope of Work

Hiring of Vehicles for local/outstation journeys for use of FCI Officers. Tenderer shall supply a s and when required vehicles for local and outstation journeys for use by the FCI Officers. Th e vehicles offered should be in good running condition & not older than year 2021. However, no definite volume of work to be performed can be guaranteed during the currenc y of the contract and no assurance can be given as to the quantum of above requirement. O ther details are as follows:

- **Sedan Taxi is required on Monthly basis for FCI, Agra for one year.**
- **Taxi shall be liable to execute the services within the Agra Division (i.e for Math ura, Agra, Firozabad and Mainpuri revenue district) along with occasional outs tation tour to Lucknow or other cities as per the requirement with approximat e 8 to 10 outstation tours per month.**
- **Taxi Monthly charges/ bid/ rate as quoted by bidders/ interested parties shall b e inclusive of /included of fuel charges and driver charges.**
- **Any statutory obligations related to Taxi and Driver shall be the whole sole res ponsibility of the party/ bidder itself.**
- **Any wear and tear/ maintenance cost shall be borne by service provider.**
- **Mileage/ extra per Kilometer running cost shall be paid on the basis as per the formulation of GeM portal or actual mileag e cost or (i.e., for example if Car is giving a mileage of 15 KM p er liter on fuel of Rs. 90 Rs/ Liter then mileage shall be given o n the basis of 6.00 Rs/per KM for extra running) or as per Centr al/state govt prescribed rate for same (whichever is less).**
- **Outstation Night charges criteria – The Outstation night charges will applicab le from 11 pm to 6 am.**

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4. Validity period of Tender

Tenders shall remain valid for acceptance up to 45 days from the date of opening of Tender. However, the Tender validity period can be extended by another 30 days at the sole discreti on of Divisional Manager, FCI, DIVISIONAL OFFICE, AGRA which shall be binding on Service P rovider.

5. Security Money Deposit

The Tenderer shall deposited an amount equal to 10% of the tender c ost (i.e. Rs.50000 or 10 % as per the rate quoted by the party) in the below mentioned Bank Account as Security money deposit within 3 da ys of award of tender before commencing the work.:

SL NO	NAME OF BENEFICIARY AND ADDRESS	FOOD CORPORATION OF INDI A, AGRA

1	Beneficiary bank‟s name and branch	STATE BANK OF INDIA, MAIN BRANCH, CHHIPITOLA, AGRA
2	**Cc A/C**	**38707318420**
3	**IFSC code**	**SBIN0000602**

a. If the successful Tenderer having been called upon by the FCI to furnish the stipulated Security Deposit fails to do so within the specified period, his contract shall be liable for rejection.

b. If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished.

c.The security deposit will remain with FCI throughout the period of contract and three months thereafter and shall carry no interest.

d. If the successful Tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the FCI to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Tenderer or to appropriate the Security Deposit furnished by the Tenderer or any part thereof and/or to invoke the Bank Guarantee in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the Corporation.

e. Save as aforesaid, if the Tenderer duly performs and completes the contract in all respects and presents “NO DEMAND CERTIFICATE” issued by FCI, DIVISIONAL OFFICE, AGRA the FCI shall refund the Security Deposit to the Tenderer 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 Tenderer. The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the Tenderer.

f. FCI shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by it due to Tenderer‟s negligence and un- workman like performance of Services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Tenderer under this or any other contract with the Corporation. In the event of such sum being insufficient, the balance of the total sum claimed and recoverable from the Tenderer as aforesaid shall be deducted from the security deposit furnished b

y the Tenderer. Should this sum also be not sufficient to cov er the full amount claimed by FCI, the Tenderer shall pay to the Corporation on demand the remaining balance of the af oresaid sum claimed.

22.8. Whenever the Security Deposit falls short of the specified amount, the Tenderer shall, make good the deficit so that the total amount of Security Deposit shall not, at any ti me, be less than specified amount.

6. Modification and Withdrawal of Tenders

a. Tenderer may not modify their proposal so take precaution from very first instance.

7. Costs &Currency

The Rates shall be made in Indian currency in both Figures and Words. The rates shall be in clusive of all applicable taxes, levies and duties, excluding Service tax. (if any) and GST) incl uding cost of fuel and driver.

8. Clarification on Offers

To assist in the scrutiny, evaluation and comparison of offers, FCI may, at its discretion, seek from any or all Tenderers clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing. FCI reserves the right to ignore any mi nor omissions in the Tenders submitted by the Tenders such as missing si gnature on a page by the Authorized Signatory etc.

9. Verification

FCI reserves the right to verify any or all statements made by the Tenderer in the tender doc ument, if need be by referring to the third parties and to inspect the Tenderers facilities.

10. Opening and Evaluation of Technical Bids

The Technical Bids will be opened online in FCI DIVISIONAL OFFICE, AGRA as per schedule in dicated in the GeM and evaluated as per the Tender terms & Conditions and Instructions.

11. Opening and evaluation of Price Bids

a. Price Bids of only technically qualified Tenderer (s) will be o pened online through GeM only.
b. Price Bids will be opened by the Evaluation Committee app ointed by Corporation. The Evaluation Committee, after det ermining whether the Price Bids are complete and without e rrors, shall determine the lowest Price Bid(L-1).

12. No Negotiation

FCI shall not enter into any negotiation even with any Tenderer, including Tenderer who has quoted L1rates.

13. Award of Contract

a. The contract will be awarded to the Lowest (L-1) successful Tenderer, as per terms and condition of GeM, by way of issuance of acceptance letter by FCI by post/e-mail/hand delivery under acknowledgment and the Tenderer shall immediately act upon such acceptance letter. Acceptance conveyed by the FCI will constitute the contract between the Tenderer

b. This Contract shall come into effect from the date of issue of acceptance conveyed by the Corporation or such later date as may be specified in the acceptance letter.

14. Billing & Payment

No advance payment is payable by FCI or its officers traveling in vehicles provided by the Tenderer. The bills of the Tenderer may be submitted at the end of every month accompanied by necessary pre-receipted bills in duplicate duly countersigned by user, officer / staff using the vehicle or their authorized person. Payment shall be made byway of NEFT/RTGS to any Account in India in INR for which necessary bank details shall be provided by the Tenderer. Statutory deductions, as applicable, will be made by the FCI from the bills. FCI will release the undisputed payments within 30 days of receipt of bill complete in all respects. However, delay in making payment for whatsoever reasons will not attract any interest.

15. Termination

a. In the event of the Tenderer having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the FCI shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract under risk & cost and to claim from the Tenderer any resultant loss sustained or costs incurred by the Corporation.

b. FCI shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Tenderer of any of the terms and conditions of the contract to terminate the contract and/ or forfeit the security deposit for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the Tenderers negligence or deficiency or unwork-man like performance of any of the services under the contract. The Tenderer shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the FCI shall be final and binding on the Tenderer.

16. Set Off

Any sum of money due and payable to the Tenderer (including security deposit) under this c ontract may be appropriated by the FCI and set-off against any claim of the FCI for the paym ent of any sum of money arising out of, or under this contract or any other contract made b y the Tenderer with the Corporation.

17. Indemnity

The Tenderer shall indemnify FCI and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to obser ve any obligations under the contract, failure to comply with statutory/mandatory provision pertaining to the contract by the tenderer is respect of the services provided etc. Whatsoev er.

27- Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowl edgment to an authorized representative of the respective Parties. However, where such co mmunication is by way of e-mail, the same shall be only from the official E-Mail ID(s) followe d by written confirmation duly signed by authorized signatory.

28- Liability of the Tenderer

The Tenderer shall be solely responsible for the personnel if any engaged by him during the course of the contract and shall ensure that all statutor y obligations as applicable to such workmen prevailing in India shall be st rictly compiled with, including payment of Minimum Wages, EPF &MP Act, 1952, ESIC Act etc, and shall maintain such Registers and file Returns an d submit contributions as applicable as the case may be and such Registe rs shall be made available to FCI or its authorized officers at any time duri ng the tenure of the contract. The Tenderer shall keep FCI indemnified fro m all liabilities, penalties levies, fees etc., and in the event FCI put to any such liabilities the same will be recovered from theTenderer.

29- Law governing contract & Resolution of Disputes

FCI and the selected Tenderer shall make every effort to resolve amicably, by direct discussi ons, any disagreement or dispute arising between the parties under or in connection with th e contract. Any unresolved dispute will be adjudicated and resolved in a Court of law of com petent jurisdiction at AGRA.

This Contract shall be governed by the Laws of India for the time being in force.

30- Special conditions governing Contract.

The vehicles to be provided shall not be older than 2020 and shall be in excellent running condition. The seat should be covere d with neat and good quality seat covers. No payment will be ma de if the vehicle is found in dirty or shabby condition.

The vehicles to be provided shall meet all the prescribed norms under the Motor Vehicles Act & Rules there under and the norms prescribed by the G overnment of UP.

The Firm/Service Provider should be able to provide AC Taxis at a short notice/ (prior one day) failing which FCI will be at libert y to make alternate arrangements at the Risk & Cost of the Firm. For regular requisitions the taxi must reach the destination 30 mi nutes in advance.

The Tenderer shall provide only vehicles having valid taxi permit.

Mileage will be counted from Office premises of FCI or from such desig nated place/point where the taxi is asked to report for duty where the met er reading will be noted till the place/point of releasing the vehicle.

No advance payment will be paid by FCI. The Payment will be made on ly for those Log slips which have been signed by the user, officer / staff usi ng the vehicle or their authorized P.S. It will be the responsibility of the driver to get the Log slips signed by the officer/ staff or their authorized P. S. on a day to day basis. Log slips should be complete in all respects in ter ms of start kilometer, end kilometer, distance covered, opening time, closi ng time, destination etc.

No mileage will be allowed for lunch/tea of the driver and the Driver sh ould carry his lunch.

Actual Toll Tax, Entry tax during inter – state journeys, parkin g charges will be reimbursed upon production of original receipts along with log slips.

The firm/service provider shall not assign or sublet the work or an y part thereof.

The vehicles provided should be able to ply in UP and outside if needed. Demand of additional taxi's may be increased/decrease and tenderer will bound to supply vehicle as per requirement on same rates and terms and condition.

The Drivers deployed by the Firm/service having photo identity c ards at all times during duty and shall carry valid driving license, Badge& permit to drive Taxi cars etc. and shall be well behaved, and well conversant with the traffic rules/ regulations and city roa ds/ routes. The necessary certificates like Road Tax, Pollution cert ificate, Permits, Registration certificates etc. should be available i n all the vehicles.

30.12- The Firm/service provider shall have a provision to take the bookings round the clock; the drivers should always carry mobile phones.

30.13- The journey to the destination and back shall be undertaken by the shortest route po ssible open for traffic. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the service provider to provide a replacement immediately. If no repl acement is provided on time, alternative arrangement will be made and the cost thereof will be deducted from the payment to be made to the service provider.

30.14- During the course of deployment of the vehicles to FCI, if any harm, injury or loss due to accidents etc., is caused either to the vehicle or to the third party, or the driver of the v ehicle, FCI will not be responsible in any way. Any liability and expenditure arising out of any such accident or event will be the sole responsibility of the Tenderer.

30.15- That the Tenderer shall at his cost take necessary insurance cover in respect of the a foresaid services rendered to FCI and also provide insurance cover to passengers. T he drivers engaged by the Tenderer for rendering the services under this agreemen

t shall be the employees of the Tenderer for all intents and purposes and that the p ersons so deployed shall remain under the control and supervision of the Tenderer a nd in no case shall a relationship of employer and employee between the said perso ns and the FCI shall accrue/arise implicitly or explicitly and the service provider shal l keep the FCI indemnified against all claims whatsoever in respect of the Drivers de ployed by him under this agreement. Any litigation claims etc. raised by the person nel of the Tenderer has to defend by the tenderer at his cost and resolved and safe guard the interest of FCI, failing which FCI will be constrained to defend the same at the cost of the Tenderer.

30.16- The Tenderer shall comply with all statutory provisions Rules/Regulations/ Instruction s that may be applicable and incidental to the services offered by them under this c ontract and shall further keep the FCI indemnified from all acts of omissions, faults, breaches and / or any claim, demand, loss, injury, decree/judgment, expenses/liabil ities arising out from the non-compliance of any statutory provisions/instructions fail ing which FCI will be entitled to recover such losses from the Tenderer‟s monthly bi lls /security deposit, without prejudice to such other legal remedies available to the FCI.

30.17- In the event of failure of the Tenderer to provide the Vehicles at the time & place req uisitioned by the FCI, without prejudice to the generality of the foregoing and other l egal remedies available to the FCI under the Contract, corporation may arrange veh icle from market and differential loss may be recovered from his bills/security.

30.18- As a special / urgent requirement it is also desired that One or Two and more (subject to requirement) number of vehicles may be required for VIP / Outside team / Officer s to ply with the vehicle within city or outstation for which payment will be made as per minimum rate in comparison with rates in vogue in the market or minimum rate may be provided for the same.

30.19- In case of conflict , FCI terms and conditions will prevail over the GeM Terms and con ditions.

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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 कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---