

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	05-12-2025 21:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	05-12-2025 21:30:00
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	*****
वस्तु श्रेणी / Item Category	Bus Hiring Service - Short Term - Local; 40-42; Semi Deluxe (SDX); 80
अनुबंध अवधि / Contract Period	7 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 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)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), 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 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	2
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	50% Lowest Priced Technically Qualified Bidders
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 बिड मूल्य /Estimated Bid Value	877500
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	43875

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी 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.

लाभार्थी /Beneficiary :

OC
945 Tpt Coy ASC Type 'A' PIN-905945 c/o 99 PO
(Lt Col Pkv Bagul)

UIN Number NCTGC2415P

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted 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 exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted 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 exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

11. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1764345375.pdf](#)

Bus Hiring Service - Short Term - Local; 40-42; Semi Deluxe (SDX); 80 (18)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Service	Local
Vehicle Seating Capacity	40-42
Comfort Category	Semi Deluxe (SDX)
Per Day KM(s) Usage	80
Per Day Hr(s) Usage	12
Fuel Type	Diesel
Year of Vehicle Model	2022
Bio-Toilet Required	No
Freezer System Required in bus	Not Required
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Night/Outstation Charges in Rs.	0

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

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Buses Required	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****SOUTH 24 PARAGANAS	18	<ul style="list-style-type: none"> Number of Days during Contract Period for which service is required : 05

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Generic**

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Udyam Certificate (MSME) Regn
2. Bid security declaration certificate
3. Acceptance of terms & Condition certificate
4. Certificate of Financial capacity contract carrying capacity
5. Copy of PAN
6. GST certificate
7. Non disclosure of contract docus
8. Undertaking being Blacklisted for not debarred
9. Performance/Experience cert/proof

4. **Buyer Added Bid Specific ATC**

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

5. **Service & Support**

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

6. **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 in 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 or 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 contracts concluded earlier with the Government of India.

7. **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 duties 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 of 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 by the Seller. No compensation will be given by the Army authorities.

8. **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.

9. **Vehicle Hiring(MoD)**

RISK & EXPENSE

Extra expenditure, if any, on account of risk and expense purchase of the service made by the Government as above, will be deducted out of Seller's payment of bills due to the Seller or from Performance Guarantee.

10. **Vehicle Hiring(MoD)**

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

11. **Purchase Preference (Centre)**

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

12. **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 drivers 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 Buyer.

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.

13. **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 arrival 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 of any contingencies occurring en-route, like vehicle breaking down, it would be entirely binding upon the Seller to 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 also inform the consignee

14. **Vehicle Hiring(MoD)**

Deliveries

- 1.Any delay beyond stipulated number of days for various routes may be waived off by the Buyer (if circumstances were beyond the control of the Seller like road closure or adverse law & order situation) as follows:-
 - (a) Officer Operating the contract - 04 days (without penalty)
 - (b) Next Higher Army Authority - 10 days (with penalties as applicable, if there are no justifiable reasons).
- 2.Seller shall agree to carry/transport stores and personnel in load carriers and buses on fixed station to station contracts at any point/place indicated by the consignee or consignor within 50 km of starting station and unloading station without any additional charges (in long route contracts) in case such transport is diverted to another destination due to exigencies of service, provided general road and load carrying conditions are similar
- 3.No payment shall be admissible for any period of time spent on halts for food, water, rest, refueling, maintenance, repairs or for any other purposes, not specifically authorized by the Schedule/ consignee while employing the transport.
- 4.The pd/time for loading/unloading of veh will not be charged separately
- 5.If any retrenchment is made in payment of any bill (Invoice) submitted by Seller other than in respect of an ordinary audit objection and except in respect of recoveries under various clauses of this contract on which final decisions have already been given, such retrenchment shall be subject to an appeal, if preferred by Seller in writing within one month, to the Buyer, whose decision shall be accepted by Seller as final. If the retrenchment is withdrawn and submission of a fresh bill for the amount retrenched is sanctioned, Seller shall submit this bill with all necessary supporting vouchers, within fifteen days of such decision being given.
- 6.Army escorts and Dogs may travel in the transport from the starting point to the destination, if considered necessary, at no extra cost.
- 7.Sellers required to acknowledge receipts of all cheques issued in their favour, if sent by post, within 15 days from the date of their receipts. Failure on their part to acknowledge receipt will render Seller liable to forfeit the privilege of receiving cheques by post, unless a satisfactory explanation is furnished for default in this respect.
- 8.In case of any inconvenience/changes in any of the input items for transport like tyre/tubes, battery spare parts and Fuel, Oil & Lubricants items etc, no additional compensation will be liable to be paid during the contractual period and Seller will not ask any relaxation/variation of conditions.
- 9.OC unit / Consignor will issue a certificate for voluminous loads, if any, and payment will be made as per demanded vehicle capacity, when voluminous loads are loaded in a truck to its full volumetric capacity, which may weigh less than the carrying capacity of the truck. Also if fewer loads are loaded in the vehicle and mixing of any other load is not permitted due to operational/ technical reasons, payment up to the payload capacity of the vehicle as demanded by the Buyer will be allowed on the basis of a certificate to this effect by the consignor.
- 10.For payment (Load Carriers only) a weighment slip obtained at the destination/ Correct Receipt Certificate by consignee will be mandatory.

15. **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 this 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 the 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 or with a view either to ask for enhancement of any rates agreed to in the contract or to evade Seller's obligation under the contract.

16. **Vehicle Hiring(MoD)**

Other Conditions

(a) No bus driver would have been challaned more than twice in a year in respect of offences of jumping red light, improper or obstructive parking violating the stop line etc.

(b) No bus driver would have been challaned/charged even once for the offence of drunken driving and driving dangerously or for the offences under section 279, 337, 338 of the Indian Penal Code.

(c) School buses provided will not overtake any other four wheel motorized moving CNG school buses.

(d) Every CNG school bus shall carry a suitable photograph of the authorized driver duly certified by the RTA.

(e) Each CNG school bus while on duty under this Contract will follow all the CBSE guidelines issued vide circular No CBSE/AFF./Circular-8/2017/1217401 dated 23 Feb 2017 or any other guidelines with respect to carriage of school children, issued from time to time.

(f) Consignee is authorized to change the routes up to 20% of the sanctioned distance in Kms for the designated routes for optimum utilization of the School buses and also for the sake of safety and convenience of school children.

(g) The hired CNG school buses when hired for school duties shall ply on route within city limits of Delhi and NCR. All satellite towns shall be deemed to be within city limits. All satellite towns shall be deemed to be within city limits.

(h) Buses will be provided for inspection by consignee /his rep minimum an hour before acceptance for duty for respective route.

(i) The bus will not be refueled while the students are sitting in the vehicle.

(k) If the Seller commits 15 violations of contracts terms & conditions as related to provision of buses within the period of contract (non-provision of minimum 5% or more number of buses on a single day will amount to one failure) would lead to Termination of Contract.

17. **Service & Support**

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

18. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

(i) Inhibit the desires and designed function of the equipment.

(ii) Cause physical damage to the user or equipment during the exploitation.

(iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

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. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

21. **Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service.

22. **Purchase Preference (Centre)**

Preference to Make In India products (for bids greater than 200 Crore) (can also be used in Bids less than 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

23. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

24. **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 directly 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 commence any insolvency proceedings or make any composition with creditors or attempt to do so or in the case of being a 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) shall stand forfeited and be absolutely at the disposal of Government, without prejudice to any other remedy action 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 the acceptance, meanwhile or subsequently, or supplies/services accepted or made at any station in ignorance of 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.

25. 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 there 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 aforesaid or 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) on 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 the Seller with 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 difficult 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 caused to the Government stores by the Sellers employees at the prevailing local market rates alongwith the incidentals.

26. Vehicle Hiring(MoD)

Sellers / Accredited Agents, Drivers and Staff Employed by the Sellers

If the contract is not handled by Seller personally, the Seller will employ reliable accredited agent(s) holding power of attorney who may be approved by the consignee. Agent(s) considered undesirable by the consignee would be replaced by Seller within three days.

1. Seller and the accredited agent will give their full verifiable address and telephone numbers to the consignees where they can be contacted or the demand for the CHTs can be placed. Any change in the contact details will immediately be informed to the consignee.

2. All persons employed by the Seller in handling CHT vehicles under the contract shall be healthy and clean in person and clothing. They will be subject to medical examination as and when desired by the authorities concerned. Persons found to be medically unsuitable will be replaced without delay and time spent for replacement will be borne by the Seller.

3. Antecedents and character of all drivers and co-drivers will be verified by Police. Police Verification will be handed over to the consignee seven days before the commencement of contract. In case the driver or/and co-driver are changed for any reason. the Police Verification of the new incumbents(s) will be deposited with consignee within 24 hours of commencement of duty.

4. There should be nothing outstanding against the vehicles / persons employed by the Seller for this contract in records of any law enforcement agency.

5. Do's and Dont's pertaining to dress of driver and his conduct with the user may be formulated and handed over by the consignee / users for strict compliance by the Seller/driver.

6. The etiquettes, conduct and behavior of the drivers should be sober, amicable and acceptable. At no stage the driver will be rude and retaliate/enter into an argument with the users.

7. Driver of a vehicle will be changed immediately, if so desired by the consignee or officer using CHT.

8. All CHT vehicle drivers will be in possession of a working mobile telephone.

9. The driver should be in possession of his / her driving license and requisite documents.

27. 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 Taxes, Entry Taxes, Octroi duty and local Taxes, if any. The Seller should cater for these Taxes/ duties as part of Basic Rate quoted in the Bid.

28. Generic

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

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी 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---