

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-11-2025 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-11-2025 13:30:00
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 Finance
विभाग का नाम/Department Name	Department Of Revenue
संगठन का नाम/Organisation Name	Central Board Of Direct Taxes (cbdt)
कार्यालय का नाम/Office Name	Ccit Visakhapatnam
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2000 km x 320 hours; Local 24*7
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 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) *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	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	630000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	10000

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).	14

(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 :

Income Tax Officer(H.Qrs)

CCIT Visakhapatnam, Department of Revenue, Central Board of Direct Taxes (CBDT), Ministry of Finance

(Imtiaz Uz Zama Shaik)

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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Geographic Presence in States:Service Providers of Visakhapatnam are eligible to participate in bid.

Scope of Work:[1762152943.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
13-11-2025 10:00:00	O/o.Chief Commissioner of Income Tax, 2nd Floor, Aayakar Bhavan, Dabagardens, Visakhapatnam.

Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2000 Km X 320 Hours; Local 24*7 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	Premium SUV
Type of car (Please select at least 3 options)	Toyota Fortuner , Toyota Innova Crysta , Toyota Hycross

विवरण/ Specification	मूल्य/ Values
Usage Variant	2000 km x 320 hours
Type of Service	Local 24*7
Year of Vehicle Model	2021 , 2022 , 2023 , 2024 , 2025
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Diesel
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Imtiaz Uz Zama Shaik	530020,2nd Floor, Aayakar Bhawan, Dabagardens, Visakhapatnam	1	<ul style="list-style-type: none"> Duration in Months for which service is required : 12

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

2. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff 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.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Service Providers of Visakhapatnam are eligible to participate in bid.

The Terms and Conditions for providing Vehicle:

1. Department will require services of one Mid-size vehicle for Office of Chief Commissioner of Income Tax, Visakhapatnam for official purposes and the bids from prospective parties are invited for such purpose. The bidder should be well established and an experienced or ex employee of the Department. Similarly, bidder should not be a firm in which substantial lies with the employee or ex-employee of the Department.
2. The vehicle selected through tender process will be used exclusively for the Department for all seven days in a week. The Department prohibits using of selected vehicle by the vendor for any other purpose. The vehicle having seating capacity of 7 persons are expected to ply within 2000 km per month. The mileage of vehicle would be counted from Department to department and based on log book entries. During the office hours, the vehicle shall be parked either in the office premises or at a place as decided by the Department.
3. The quotes should be inclusive of all expenses such as monthly salary / charges of drivers, repair & maintenance of vehicle, insurance, RTO related levies/ duties/ taxes etc. petrol/ diesel oil and also any other incidental expenses relating to vehicle including penalty, fine, recoveries etc. shall be borne by the bidder. The quotes should be inclusive of all Government levies and taxes also inclusive of GST.
4. The Vehicle should be year 2021, 2022, 2023, 2024 and 2025 model vehicle and white in colour and must have a valid taxi permit to run in the State of Andhra Pradesh and Telangana. The vehicle should have desired safety features such as ABS, EBD/ESC, Alloy wheels, power windows, power steering etc. in the given brand / model of the company. The vehicle should be registered with the concerned authority of Central / State Govt. a certificate to this effect should be provided with the technical bid document. Also the conditions prescribed in section 66 of Motor Vehicles Act, 1988 for hiring of vehicle should be fulfilled.
5. The Vendor shall ensure the road worthiness of the vehicle, ensure neat and clean condition of the vehicle with good upholstery, interiors, deodorants and regularly polished exterior at all times during the period of the contract. The vendor shall also ensure that the vehicle is in perfect running condition at all the times during the contract period. The papers related to the vehicle including proper insurance coverage, pollution check of the vehicle should be available / kept in the vehicle.
6. The successful bidder shall have to provide the ordered type of vehicle. Howe

ver, in case the successful bidder expresses his inability of fails to supply the total / desired number of vehicle(s) so required, the EMD will be forfeited and can be blacklisted from this Department for four years. The option shall be given to the next higher bidder to supply the vehicle(s)/ remaining number(s) of vehicle and so on.

7. Department reserves the right of selection of any particular type of vehicle over the other.

8. Preference will be given to the bidder who is ready to provide good option of vehicle(s).

9. In the event of the award of the contract to the bidder & prior to the execution of the contract, the Vendor shall produce the vehicle in the office of the Department for physical verification / inspection before the signing of the contract along with certified copies of RC book, Comprehensive insurance policy of the vehicle and receipt of road tax payment, photography of the driver with their present and permanent address, mobile no. and copy of driving license of the driver. The vehicle should comply with all legal obligations prescribed under various statutory laws in force and should not have been involved in any illegal obligations and should not violate the regulations of Motor Vehicles Act and other applicable laws of State Government of Andhra Pradesh / Government of India.

10. The vendor would invariably produce all the documents as in the technical bid document (Annexure-I). The vendors shall also submit an attested copy of trade license, Bank statement and bank account No., Bank and Branch name, Branch code, IFSC code and MICR code in the envelope containing the technical Bid documents.

11. The driver of the vehicle must possess valid driving license and should be qualified and experienced. He must follow all traffic rules and attend the duties as and when such duties are assigned by this office. The driver shall possess at all times a mobile phone with two way communication in working condition. The charges for the mobile connection or mobile set shall not be met by this office. This office shall in no way be responsible, directly or indirectly for any failure on the part of the driver to observe the traffic rules otherwise. In case of any mishap / accident, all claims and responsibilities shall be met by the Vendor. The Department will not entertain any claim whatsoever in this regard. The vendor will provide certificate of satisfaction regarding identity, character and antecedents of the drivers as per desired format of Department. The drivers shall wear white & white uniform. The expenses of the uniform shall be borne by the vendor.

12. During the currency of the contract, the Vendor shall not change the dedicated vehicle or the driver as initially provided unless asked by this office. If due to any unavoidable circumstance either the vehicle or the drivers or both are to be replaced, the same is to be done after consent of Department. In case of break down etc. of vehicle, the same should be replaced with the similar class/type of vehicle immediately. If the Vendor withdraws the vehicle at any time for repairs or for meeting any other stipulations or otherwise without making proper alternative provision, this office shall be at liberty to hire a vehicle from market and in such a situation the charges for such hiring shall be deducted from the dues of the vendor in addition to the levy of penalty of Rs.1000/- (Rs. One thousand only) per day per vehicle.

13. Department shall pay only fixed agreed monthly charges and its liability shall be limited to this value alone. No separate payment will be made for driver's salary, overtime or any other incidental expenditure such as fuel, repair, maintenance, taxes, registration charges, insurance charges, periodic servicing, toll tax, parking charges etc and these expenditures shall be met by the vendor.

14. The vendor shall raise the bill on a monthly basis and submit this office in duplicate latest by 5th day of the month following the month in which such vehicle is used. In case of broken period of a month, pro-rata charges will be payable. The vendor shall maintain log book and periodically get it signed by the user / representative of Department. The bills shall be prepared on the basis of log book entries. Department. The bills shall be prepared on the basis of log book entries. Deduction of Tax at Source (TDS) as per applicable rates prescribed under the Income Tax Act, 1961 shall be made by this office from every payment / credit made to the vendor.

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

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

17. The vendor has to ensure that drivers observe proper etiquette and protocol while performing their duty. He shall be neatly dressed, should wear uniform as prescribed by the Transport Authorities and be well spoken. Without proper authorization from controlling officer, the driver should not take away the vehicle.

18. Department shall not be responsible for any damages whatsoever to public / private property and / or to any third person due to any accident arising out of a nd in the course of deployment of the vehicle.

19. The bidder / vendor and driver shall be bound to carry out the instructions of the Department as well as of the Officers to whom the vehicle is assigned.

20. This contract shall be effective for a duration of one year from the date of signing the contract as per the terms and conditions of this tender document unless terminated earlier for violation of any of the terms and conditions mentioned here in the tender documents. The contract/ agreement is renewable subject to satisfactory performance of the Service provider and with such amendment/ modified of terms and conditions as may be mutually agreed to including rise in wages/ services charges taking into account.

21. The bidder should not have been blacklisted or debarred by the Income Tax Department or any other Government Department and signing /subscribing to these terms and conditions is an undertaking to that effect.

22. The applicant bidder (s) and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the bidding process, notwithstanding anything to the contrary contained therein the Department may reject an applicant, if it determines that the applicant has directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice in the bidding process.

23. The bidder shall abide by all the extant laws related to taxes and levies as applicable to it. It will also comply with all existing Government regulation in respect of engaging of services of drivers, all legal obligation, in respect of the vehicle i.e. Road Tax RTO Registration and permissions etc. and in respect of the driver i.e. minimum wages as per Government Regulation, Social security etc. shall be the responsibility of the Contractor. Any penalty levied by any authority during the contract period shall be borne by the contractor.

24. In case of any failure or omission due to natural calamities, hurricanes of due to any statute or regulations of the government or because of any lock outs, strikes riots, embargos for any political reasons or otherwise beyond the control of any party including war (whether declared or not) civil war or state of insurrection, the Department or contractor will give notice to other party at the earliest of the occurrence of such incidents that on account of the above event the notifying party has delayed the performance as it was beyond its reasonable control and it was not due to negligence or default on its part. The parties will be relieved of their respective obligations to perform, hereunder their performance

is affected by such an event of force majeure provided notices as above are given and the force majeure is established as provided herein above.

25. In the event of any question, disputes or differences arising between the parties, relating to the interpretation and application of the provision of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of Department. The decision of arbitration to the agreement in this regard shall be final and binding upon both the parties. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated / appointed by the Department and the person shall not be below the rank of ACIT with the jurisdiction the Chief Commissioner of Income Tax, Visakhapatnam. The parties shall continue to perform their obligation under this agreement during arbitration proceedings.

26. The vehicle should carry suitable plate/card indication "ON DUTY OF GOVT. OF INDIA, Income Tax Department, Visakhapatnam" which shall be made and displayed by the Contractor subject to compliance of RTO Rules and Regulations.

27. A penalty of Rs. 500/- per day per vehicle will be levied in case of unapproved change of vehicle / driver non – satisfactory performance or lack of proper upkeep of the vehicle or non-observance of terms and conditions prescribed above. The number of days will be calculated on the basis of period during which the default continues or on the occasions of occurrence of the concerned events as applicable. However, in case of frequent violations of the terms and conditions, the contract can be cancelled forthwith without any notice.

28. The unused kilometers of a month can be carried forward to the subsequent months till the contract ends. The unused kilometers would mean the difference between agreed kilometers i.e. 2000 kms run in a month and actual kilometers run by one or more vehicles of the operator if the actual kms run by a vehicle is individually less than agreed kilometers.

29. The bidder must produce the proof of GST registration as well as earlier payment of services tax, if any.

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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---