

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	13-10-2025 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	13-10-2025 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	30 (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	Pcit1 Ahmedabad
वस्तु श्रेणी / Item Category	Monthly Basis Cab & Taxi Hiring Services - 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)	200 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, 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	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	5378000
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

आवश्यकता/Required	No
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#### 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).	14

(a). 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 :**

ACIT HQ-1, AHMEDABAD

PCIT1 Ahmedabad, Department of Revenue, Central Board of Direct Taxes (CBDT), Ministry of Finance ROOM NO. 211, 2ND FLOOR, AAYKAR BHAVAN, VEJALPUR, AHMEDABAD  
(Radhika Sivasankaran Nair)

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
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1. 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.
2. 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.
3. 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.
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.
5. 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.
6. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to

Emergency procurement of critical products/services.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Monthly Basis Cab & Taxi Hiring Services - SUV; 2000 Km X 320 Hours; Local 24\*7 ( 9 )

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Toyota Innova , KIA Carens
Usage Variant	2000 km x 320 hours
Type of Service	Local 24*7
Year of Vehicle Model	2023 , 2024 , 2025
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
एडऑन /Addon(s)	

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 Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Radhika Sivasankaran Nair	380015,222, Aayakar Bhavan ,Anand Nagar Road, Vejalpur,Ahmedabad	9	<ul style="list-style-type: none"><li>Duration in Months for which service is required : 12</li></ul>

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. **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. **Certificates**

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

## 4. **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.

## 5. **Buyer Added Bid Specific ATC**

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

## 6. **Service & Support**

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

## 7. **Service & Support**

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

## 8. **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

## 9. **Past Project Experience**

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

## 10. **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.

## 11. **Service & Support**

The Service Provider must own 30% of the bid quantity of vehicles in Service Provider's name or in the

name of the proprietor / partner of the Service Provider. Necessary documents relating to proof of ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles will be part of the fleet to be deployed by the Service Provider in case he gets the contract against this bid.

## 12. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **Additional Terms & Conditions:**

- 11. The Pr.CIT-1, Ahmedabad (hereinafter referred to as the Pr.CIT-1, Ahmedabad reserve the right to postpone and/or extend the date of receipt/opening or to withdraw the same without assigning reason thereof.**
- 12.** Rates/Quotations duly filed in, will be received up to the date and time mentioned in the letter/advertisement/tender notice given in the newspaper or website will be final in this regard.
- 13.** The vehicle shall be in excellent condition. The color of the car/vehicle will be **white**. It should have been manufactured on or after 01.01.2023 and should not have run for more than 25,000 kms. The vehicles must have **valid taxi permit** in the territory of Gujarat. The decision of the Pr.CIT-1, Ahmedabad will be final in this regard.
- 14.** The vehicle shall be for the exclusive use of the Income Tax Department for all seven (7) days of a week in the state of Gujarat. The department shall not allow the use of hired vehicles, by the vendor for any other purpose.
- 15.** The vehicle will be at the disposal of the Pr.CIT-1, Ahmedabad and the timing and duration of deployment of vehicle will be as per the requirement of the controlling officer.
- 16.** All expenses relating to salary and allowance of the driver, over time payment, maintenance of vehicle, insurance, petrol/diesel, oil or any other expenditure related to the vehicle and the driver will be borne by the vendor. The toll charges on highway road also shall be borne by the vendor during the tour.
- 17.** The vendor will have to follow all the statutory rules and regulations in respect of its employee's, i.e. Labour Law, ESI, Provident Fund, etc. and has to mandatorily submit proof of payments of all statutory dues while submitting bills. No relaxation would be provided for payment of government dues in any condition.
- 18.** All legal obligation in respect of the vehicle i.e. Road Tax, RTO registration and permission etc. and in respect of the driver i.e. minimum wages as per Govt. Regulation, social security etc. will be the responsibility of the vendor.
- 19.** The vehicles will be kept neat and clean and in perfect running condition. The seat covers & curtains, air fresheners and napkins shall also be provided by the vendor.
- 20.** The department shall not make any payment other than the agreed Hire Charges. No increase in hire charges shall be considered during the period of contract for any reason.
- 21.** In the event of breakdown of vehicles or absence of driver, the contractor shall provide a substitute vehicle/driver immediately. In case vehicle does not report on time/does not report at all, the Department would have **a right to hire a vehicle from the market & the additional cost incurred by the Department will be borne/reimbursement by the Contractor or deducted from his monthly bill.**
- 22.** The drivers deployed by the contractor SHOULD FULFIL FOLLOWING CONDITIONS:
  - 23.** The drivers should have valid taxi driving license with minimum experience of three (3) years driving of the cars.
  - 24.** Driver should wear the prescribed uniform (Formal only) as well as identity card, while on duty.
  - 25.** The driver on a particular vehicle should not be frequently changed.
  - 26.** Driver on duty should be provided with mobile phone for easy communication. The expenses for mobiles shall not be borne by the department.
  - 27.** Driver should be decent and well behaved. The driver should not have criminal antecedents and it shall be responsibility of the contractor to verify his background before deployment and to get the police verification conducted. The conduct of the driver will be sole responsibility of the contractor in this regard, Department shall not be responsible in any manner, whatsoever.
  - 28.** Along with the bid, the contractor shall submit copies of the Registration Certificate and insurance policies of the vehicles being offered for hire and particulars of the drivers with photograph. One copy of these documents must always be kept in each of the respective vehicles.
  - 29.** The contractor shall be required to produce the vehicle in the office for the physical verification / inspection before deployment.
  - 30.** In case condition of vehicle/vehicles produced is not found to be satisfactory, it shall be returned for immediate replacement. In case no replacement is provided on time, this office would have a right to hire vehicles from the market and the additional cost incurred by this office will be borne by the Contractor.

contractor.

216. The operator is bound to provide one extra Driver if the numbers of vehicles hired by this office does not exceed six vehicles. In case, number of vehicles exceeds six, two extra drivers are to be provided during the period of contract.
217. Vendor and the drivers shall be bound to carry out the instructions of the Department as well as the officers to whom the vehicles are assigned.
218. In case of any accident, all the claims/damages arising out of it shall be met by the contractor, The contractor will be responsible for any loss/damages to property because of negligence of driver or poor maintenance of vehicle or due to an accident. The Department will not be responsible for any such loss.
219. A daily record indicating time and mileage for each vehicle shall be maintained in a log book and shown to the officer every day and initial obtained.
220. The kilometers entry on the Log Book maintained for every vehicle should start from the place of pick-up and drop of the officer.
221. TDS will be deducted from the payment due to the vendor as per the Income Tax Act.
222. The contractor for a vehicle can be terminated at any time after giving, one month notice without assigning any reason by the department, and two months' notice by the vendor.
223. The rate should be specified (exclusive of Service Tax & other Govt. levies as applicable) for 2000 kms (reckoned from place of reporting to place of release) & 320 hours on monthly basis (reckoned from time of reporting to the time of release) for each vehicle. The charge for each vehicle for additional hours after 320 hours and additional distance after 2000 km per month should also be specified in the rate. In case any vehicle is required on Saturday and Sunday kilometer, age/hours for those will be included in the monthly limit of 2000 kms/320 hours.
224. The contractor shall provide dedicated vehicle and driver for each officer. Any change in vehicle and/or driver should be made only in very exceptional circumstances and with the prior permission of the concerned officer.
225. The vendor should ensure payment of wages, as per minimum wages Act, to the drivers deployed by them. The Vendor is required to upload the Pay slip of earlier contracts to establish good track record of timely payment of wages.
226. In case, the utilization of kms per month is less than 2000 kms, the un-utilized no. of kms shall be added to the next month for the concerned officer's opening balance and so on for the succeeding month.
- 32.
33. **Explanation:** Unutilized km would mean the difference between cumulative agreed km as per the agreement and the cumulative actual km run by the vehicle of the vendor till the month end.
- 34.
35. The contractor shall remain registered with the authority concerned of State or Central Government. He is also required to fulfill the conditions prescribed in Section 66 of Motor Vehicle Act, 1988 for hiring vehicles.
36. No other person except the vendor's authorized representative/driver shall be allowed to enter the office premises.
37. Within the office premises, the vendor's personnel/driver shall not do any private work other than assigned duties.
38. The vendor shall ensure that peace and order is maintained in the office premises by his employees.
39. The contractor or his representative would ensure that all his personnel/driver would behave courteously and decently with the Officers/Officials of the Income Tax Department and also ensure good manners.
40. The vehicle should carry a designation plate as designed by the department and for which no separate payment shall be made. The said plate is to be arranged by the contractor. The designation plate should be covered when a particular officer is not occupying the vehicle.
41. The vendor must deploy one separate supervisor at Aaykar Bhavan for supervising the smooth implementation of the vehicle contract.
42. In case of tie, preference will be given to the vendor who has more experience with IT department.
43. Vendor should have at least 10 work orders each in the last 2 financial year (FY 2022- 23 & 2023-24) with Income Tax Department.
44. Vendor should have GST paid upto last quarter and GSTR 3B certificate for the same should be submitted.
45. The acceptable document to establish turnover shall be TDS Certificate (Form 26AS/ITR) of the last three years.
46. The registered office of the vendor should be located at Ahmedabad.
47. Vendor should have ownership of 100% of Vehicles proposed for this tender.
48. At least 50% of the vehicles sought to be supplied should have registration calendar year 2024 onwards. Balance should have registration calendar year 2023 onwards.

**41.** Vendor must furnish following documents, details for background check.

- i) Identity
- ii) Address
- iii) Criminal Records
- iv) ITR/PAN
- v) CIBIL Score.

**42.** The bidders must not have been blacklisted by any government department on GeM portal or other wise.

**43.** The bidders must have satisfactorily completed all earlier contracts with government department and no. contract must have been terminated before completion of contract.

**44.** The Vehicle shall be used for journey out of headquarter at Ahmedabad as per official requirement. A lump sum amount of Rs.500/- per day shall be payable to driver during outstation journey. No other payment/charges in relation to outstation journey shall be paid.

**45.** In case of satisfactory services, the contract may be extended for the period of 12 months on mutual consent.

**46.** In case the services provided by the vendor are found to be unsatisfactory, The contract may be terminated within notice of seven days as per decision of the Pr.CIT-1, Ahmedabad.

**47.** Vendor should have minimum Annual average turnover for last three years 2cr and above.

**48.** Vendor should have ownership of minimum 7 vehicles of taxi passing year in 2024.

**49.** Vendor should have minimum 1 Innova crysta ownership of 2024 with taxi passing.

**50.** Vendor should have experience in related field of minimum 5 years.

**51.** Note provide MSME exemption in year of experience, average turn over.

**TERMS OF PAYMENT:**

- I. The monthly consolidated bill in triplicate for the no. of vehicles hired will be submitted to the office of the Pr.CIT-1, Ahmedabad, within five days of the end of the month along with log book, which shall be got duly verified by the officer-in-charge. Payments will be released by the office of the Pr.CIT-1 Ahmedabad after making necessary verification.
- II. The payment will be made as per availability of fund.
- III. Income Tax Department, Ahmedabad, shall release due amount after making recoveries from the penalties imposed during the month, if any, through crossed account payee cheque in favor of vendor, subject to deduction of tax at source.

**52. Penalties:**

2.

The default and the consequential penalties will be applicable as below:

Sr. No.	Nature of default	Penalty (in Rs.)
1.	Late Reporting	Rs. 500 per day.
2.	Non-reporting	Rs. 1000/- per day or as prescribed in Para 11 of the tender document.
3.	Poor maintenance of vehicles, unclean vehicle.	Rs. 500/- per day
4.	Refusal of duties	Rs. 1000/- per day per vehicle.
5.	Non-wearing of uniform and identity card	Rs. 100/- for first instance and Rs.200/- for subsequent instances.
6.	Change of drivers without permission	Rs. 1000/- per instance
7.	Unsafe/Rash driving/Not carrying License for hire vehicle	Rs.500/- per day.
8.	Stoppage of vehicle due to insufficiency of fuel	Rs. 500/- for first instance and Rs. 1000/- for subsequent default



9.	Breakdown of vehicle more than once a month	Rs. 500/- per instance
10.	Salary paid to the driver after 15 <sup>th</sup> of the month	Rs. 500/- per day.
11.	Any other default which is not mentioned above.	Rs. 1000/- per default.

**53.** Imposition of penalty will be at the discretion of user and subject to approval of the Pr.CIT-1, Ahmedabad after recording the default in writing.

**54.** Any violation of above mentioned terms/conditions may lead to termination of the contract without any notice.

#### **Experience Criteria:**

Vendor should have at least 10 work orders of Income Tax Department each in the last two Financial Year (F.Y. 2023-24 & 2024-25).

Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

#### **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 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 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---