

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-02-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-02-2026 12:30:00
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	Prcit 1 Chennai
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 2000 km x 320 hours; Local 24*7
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	15 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 Relaxation for Years Of Experience and Turnover	Yes   Partial   Experience - 3 year (s)   Turn over value - 12 (in lakhs)
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Partial   Experience - 3 year (s)   Turn over value - 12 (in lakhs)
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	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	6
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
लागू आरसीएम/RCM Applicable	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1200000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
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**ईपीबीजी विवरण /ePBG Detail**

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
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. 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.
8. 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.

#### **जीएसटी की धारा 9(3)/Section 9(3) Of GST**

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

#### **जीएसटी की धारा 9(3) / Section 9(3) Of GST**

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If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload

necessary documents for MSE purchase preference for verification by the buyer during evaluation.

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
11-02-2026 11:00:00	Income Tax Officer/ DDO, O/o Income Tax Office, Plot No. 02, JN road, Near Janani Hospital, Tiruvallur, Tamil Nadu - 602001

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz , Maruti Suzuki Ertiga , Toyota Innova , Toyota Innova Crysta
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 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
<b>एडऑन /Addon(s)</b>	

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	1.5%	0.5%	Yes

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Bodinortham Vamsikrishna	602001,NO-2, JN ROAD, NEAR JANANI HOSPITAL, TIRUVALLUR.	1	<ul style="list-style-type: none"> <li>Duration in Months for which service is required : 24</li> </ul>

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

### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **TERMS AND CONDITIONS FOR HIRING OF OPERATIONAL VEHICLE**

#### **INCOME TAX OFFICE, TIRUVALLUR**

- The period of service contract shall be 24 Months, including Saturdays, Sundays and other public holidays, from the first day of supply of vehicle.
- The department may extend the contract for further period on the same terms and conditions.
- The future change of address of the department shall have no bearing on the terms and conditions for hiring of vehicles.
- The vehicles, must be available at any time of any day as desired by the department. Suitable alternative vehicles should be provided in case of breakdown of the vehicle provided. In case of failure to provide such alternative, this office reserves the right to hire a similar vehicle at market rates till the time hired vehicle is restored / alternate vehicle provided. The cost incurred by department in this regard shall be adjusted from the monthly hiring charges payable to service provider.
- The responsibility for the safety and security of the vehicles provided to department solely lies with the contractor. It is also the contractor's absolute responsibility to take care of any damage / repairs caused to the vehicle during the validity of the contract.
- The vehicle should fulfill the legal obligations prescribed by the State Transport Authority like payment of road tax, GST etc. All requirements under various statutory laws must be complied with. Any default will be the liability of the contractor and this department shall not be liable in any matter, whatsoever.
- In case of any accident or any other contingency, any claim arising out of it shall be borne by the contractor only and no claim, whatsoever, shall be borne by the **Income Tax Officer/ DDO, O/o Income Tax Office, Plot No. 02, JN road, Near Janani Hospital, Tiruvallur, Tamil Nadu - 602001.**
- Insurance of the vehicles and the risk of passenger travelling in the vehicles should be covered by the contractor to the extent of liability as specified in the Motor Vehicle Act & Rules made there-under or any other law in force.
- The firm / agency should not have been blacklisted from any Central Government / State Government / Central and State undertakings and / or convicted by Court of Law. An affidavit regarding non-blacklisting of the firm should be attached as proof. In absence of proof the tender/bid will be rejected.
- Any vendor who has already provided service to the Department but has been terminated by the Department due to reason of inadequacy or service providers who themselves have prematurely withdrawn before the end of service term, would not be considered for hiring.

11. It is mandatory that all the hired vehicle drivers should report to the **Income Tax Officer/ DDO, O/o Income Tax Office, Plot No. 02, JN Road, Near Janani Hospital, Tiruvallur, Tamil Nadu - 602001** along with the vehicle on a daily basis. A daily record, indicating duration of time of engagement of vehicle and kms run every day shall be maintained in a logbook in the prescribed form with the Officer in-charge, and the data for the same shall be placed before him by the driver concerned on the same day / next working day. The driver must be disciplined, maintain etiquette and follow protocol while performing the duty. They should be in well turned-out and must be provided with a mobile phone in working condition. Ability to speak in more than one language is desirable. The driver shall abide by the instructions of the Officer in-charge of the vehicles, and during rides, the Officers travelling in the vehicles.
12. The vehicles provided, shall be exclusive to this office.
13. Planned / Preventive maintenance should be done on Sundays / Holidays so that availability of vehicle during working days is not affected.
14. **Inspection of Vehicles:** The designated vehicles and drivers, which were approved after inspection of vehicles at the time of awarding the contract, would only be put into operation and any changes in vehicle /driver will be allowed only with the express consent of the department.
15. **Fitness Certificate:** The vehicle's Fitness Certificate should be renewed in time.
16. Maintenance: The vehicles should be maintained properly, cleaned every day, and the seats & head rests covered with sweat absorbing white towel.
17. **Custody of Vehicle documents:** It shall be ensured all the necessary documents like Registration Certificate, Insurance Certificate, Road Permit, Pollution Control Certificate, etc., are in the custody of the drivers/in vehicle at all times.
18. Copy of Vehicle and Driver documents shall be submitted to the **Income Tax Officer/ DDO, O/o Income Tax Office, Plot No. 02, JN road, Near Janani Hospital, Tiruvallur, Tamil Nadu - 602001** including Registration Certificate, Insurance Certificate, Road Permit, Pollution Control Certificate, Driving License, Aadhar Card & Pan of all the drivers.
19. The hiring charges for vehicle shall be inclusive of driver's salary and allowances, vehicle maintenance and repair charges, fuel charges and all other sundry vehicle related expenses and taxes, but exclusive of GST (as applicable).
20. Payment towards GST by the department shall be subject to submission of satisfactory proof of GST payment for the previous payment cycle.
21. The service provider shall maintain a daily record for vehicle indicating time and distance, travelled in a trip sheet / logbook and submit such trip sheet or logbook on demand to the appointed officer of the department or the official using the vehicle for scrutiny.
22. Payment of hiring charges by the department to the service provider shall be done on monthly basis. The service provider, shall submit monthly invoice, showing opening and closing readings of odometer and a cumulative reading in the year, in triplicate along with a copy of trip sheet/logbook duly certified by the appointed officer of the department by the first week of the succeeding month, and the department will make the payment after getting the approval of the competent authority, and after deducting Income Tax along with cess applicable and also TDS under GST.
23. Department will not make any advance payment under any circumstance.
24. The service provider shall make regular, timely and full payment of salaries and other allowances of drivers, and discharge other financial liabilities as per the law.
25. Department shall not be responsible for payment of salaries and allowances of drivers, other benefits and all statutory and other liabilities as per Central/State Government Laws or that might become applicable under any Act or Order of the Government in relation to this service contract.
26. Though the department will at all times ensure timely monthly payments to the service provider, in the event of delay in payments by the department especially between April and June on account of budgetary constraints, the service provider shall be financially sound enough to continue to provide services under these terms and conditions.
27. Engagement of the service provider under this contract does not in any way confer any right on the Service provider or the persons deployed under this contract in this office to claim any regular employment

ent in this office or any other central or state government office or public sector undertaking.

28. Once hired, the vehicle shall be deemed to be at the disposal of the office of the **Income Tax Officer/ DDO, O/o Income Tax Office, Plot No. 02, JN road, Near Janani Hospital, Tiruvallur, Tamil Nadu - 602001** during the period of operational use and contractor shall have to make available of the vehicle on all the days of a month, seven days a week.

29. The vehicles shall be free from legal proceedings on account of traffic related or ownership issues.

30. The vehicles shall be of white, or metallic silver or grey colour, and in excellent running condition.

31. The vehicles shall be at the command and control of the department throughout the contract period, and shall not be put to any other use during such period.

32. The department shall be at liberty to use all the facilities available with each vehicle unrestrained and unhindered.

33. In addition to the factory fitted accessories, the vehicles deployed under this contract shall be equipped with the following:-

- (i) Clean good quality seat covers
- (ii) Floor Carpet
- (iii) Rubber foot mat
- (iv) Reading light at the rear, on demand
- (v) Car air freshener
- (vi) Tissue paper box
- (vii) Umbrella during monsoon
- (viii) Car mobile charger
- (ix) Chennai and Tamilnadu road map
- (x) Fire extinguisher and
- (xi) Torchlight.

34. The service provider shall not change any vehicle and/or driver once deployed, without the approval of the department, without the knowledge and consent of the department.

35. The exteriors and interiors of the vehicles shall be free from commercial endorsements, advertisements and slogans, and social, cultural or religious symbols, icons, images, and sayings.

36. The vehicles shall be free from overhead carriage stand.

37. Each vehicle shall be provided with at least two sets of upholstery, preferably of white colour, and changed once a week or when they are soiled, whichever is earlier.

38. The vehicle shall be available for use by the department, on any day, and anytime of the calendar day, **including Saturdays, Sundays and public holidays**, subject to the upper limit of 365 days or 3840 hours in a year, and 2250 Kms per Month.

39. The vehicles shall be equipped with functional seatbelts both in the front and rear seats.

40. The calculation of mileage shall be from the pickup point to the drop-off point and NOT on garage to garage basis.

41. The service provider shall ensure that the odometer of the supplied vehicle is properly sealed. The department reserves the right to get the odometer of the vehicle inspected from any authorized workshop at the cost of the service provider.

42. The driver employed along with the vehicle under this contract shall have a minimum of 5 years' experience of driving. The driver shall possess a valid driving license.

43. The Driver shall be well versed with the roads and the places in and around Chennai and shall have

experience in city driving.

44. The service provider shall not deploy drivers with the history of driving related offences and criminal offences of any other nature.

45. The service provider shall verify the antecedents of drivers deployed under this contract and submit police verification certificates to that effect.

46. The drivers deployed by the service provider shall ensure that the vehicles are not left unattended while on duty under any circumstances.

47. The department shall be at liberty to withhold any of the payments in full or in part for default in service and / or for the loss incurred by the Department or its officials as a consequence of negligence or dereliction of duty of the persons engaged by it under this contract.

48. The drivers shall not give in to alcoholism or substance abuse, and shall under no circumstance be under the influence of intoxicating drinks or substances while on duty.

49. The service provider shall ensure that the driver is well-groomed/neatly turned out/ in appropriate clothing while on duty/ performing the duty.

50. The service provider and the driver shall be bound to carry out the instructions of this office as also of the officers to whom the vehicle has been assigned.

51. The service provider shall ensure that only those drivers who stay in the vicinity of the office or any particular officer's residence, as the case may be, are deployed.

52. The service provider shall maintain a 24x7 helpdesk and share with the department the number of such helpdesk along with the numbers of all the drivers deployed under this contract.

53. Since the vehicles deployed under this contract are for a department entrusted with law enforcement functions, the service provider shall not have liberty to make enquiries with the drivers or the department, or any other person on daily movement of vehicles or the nature and purpose for which the vehicles under contract are put to use.

54. The service provider shall ensure that all the vehicles deployed under this contract have valid permits and necessary clearances to travel in Tamil Nadu, its neighbouring states and the Union Territory of Puducherry. Upon necessity as and when situation arises, the service provider should always be in all readiness for out station trips.

55. The vehicle deployed under this contract shall be of Tamil Nadu registration (Preferably Chennai and Tiruvallur). The service provider shall submit to the Superintendent/ Vehicle in-charge certified copies of RC books, comprehensive insurance policies as well as full details of drivers deployed, their addresses, and copies of their driving licenses.

57. The service provider shall undertake to indemnify the department against all damages/charges arising on account of or connected with the negligence of the service provider or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or executing the work or otherwise and against all claims and demand thereof.

58. The service provider shall ensure that all the vehicles deployed under this contract run with sufficient fuel at any given point of time. However, in case of any emergency or exigency, if any officer or any other person pays for fuel, the same shall be reimbursed by the service provider on production of the bill immediately.

59. No other person except the service provider or its authorized representative/driver shall represent the service provider concerning any matter pertaining to this contract.

60. The service provider shall in no case lease, transfer, subcontract, or outsource hiring of vehicles to any other service provider under this contract.

61. The service provider shall have in its possession sufficient number of spare vehicles to deal with the exigency of replacing a vehicle in the event of it developing a snag.

62. The service provider and its employees are forbidden from carrying out any activity that is not related to this service contract from the premises of the department.

63. It shall be the responsibility of the service provider to ensure that peace and order is maintained b

y its employees in the office premises.

64. In case of unsatisfactory service by the service provider, or for any other reason, the contract can be terminated by the department without assigning any reason, and the decision of the **Additional/ Joint Commissioner of Income Tax, NCR-22, No.7, Ramakrishna Street, Tambaram West, Chennai- 600 045** shall be binding and final in this regard.

65. **Income Tax Officer/ DDO, O/o Income Tax Office, Plot No. 02, JN road, Near Janani Hospital, Tiruvallur, Tamil Nadu - 602001** reserves the right to reject any application / quotation / contract, in full or part, without assigning any reason whatsoever.

66. The vehicles accepted for hiring shall be parked in the premises of **Income Tax Officer/ DDO, O/o Income Tax Office, Plot No. 02, JN road, Near Janani Hospital, Tiruvallur, Tamil Nadu - 602001** during the office hours.

67. Parking of vehicles hired under this service contract during or after duty hours shall be at the service provider's risk and responsibility. However, the service provider shall notify the department the address of the parking facility and the department reserves the right to inspect such parking facility as and when deemed necessary.

68. If the service provider fails to provide vehicle as required under this contract, a penalty of 1000 Rupees shall be imposed on the service provider for each day of default in addition to pro-rata deduction of daily hiring charges.

69. If services are not provided on any day or days, the hiring charges payable will be reduced on pro-rata basis.

70. The service provider shall observe due diligence and take reasonable care while providing services adhering to these terms and conditions.

71. **Additional Terms for Compliance:**

(a) Bidders are strictly advised not to participate if the Geographical presence is out of **Tiruvallur** and **Chennai** (Rental agreement is not considered as a proof of Geographical presence).

(b) Pre-bid Meeting: This bid is regarding hiring of Operational Vehicle, to evaluate the operational area is considered as mandatory before undertaking the contract. Hence, Pre-bid meeting participants are considered as preferable.

72. Any issues arising during the period of contract, which has not been specifically covered in this agreement, shall be decided by the **Additional Commissioner of Income Tax/ Joint Commissioner of Income Tax, NCR-22, No.7, Ramakrishna Street, Tambaram West, Chennai- 600 045** whose decision shall be final and conclusive.

## 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 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---**