

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-05-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-05-2026 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 Earth Sciences
विभाग का नाम/Department Name	Department Of Earth Sciences
संगठन का नाम/Organisation Name	Earth Sciences Secretariate
कार्यालय का नाम/Office Name	Delhi
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2500 km x 320 hours; Local , Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2500 km x 320 hours; Local , Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 km x 320 hours; Local
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)	250 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 के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes   Partial   Experience - 2 year (s)
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes   Partial   Experience - 2 year (s)
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	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 निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	8302800
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	160000

**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).

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

DDO

Prithvi Bhawan, Lodhi Road, New Delhi -110003

(Ddo, Ministry Of Earth Sciences)

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 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 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.
3. 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.
4. 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.

5. 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.

6. 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.

7. 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**

**Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):20**

**Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):20**

**Minimum years (up to 5 years) of experience in related field:3**

**Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:13**

**Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:13**

**Geographic Presence in States:Delhi (as per Point 11 of ATC)**

**Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::On pro rata basis as per ATC**

**Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package:On pro rata basis as per ATC**

**Scope of Work:**[1778484850.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2500 Km X 320 Hours; Local ( 2 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Premium SUV
Type of car (Please select at least 3 options)	Toyota Innova , Toyota Fortuner , Ford Endeavour , Tata Hexa , Toyota Innova Crysta , Toyota Hycross
Usage Variant	2500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2025 , 2026
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
<b>एडऑन /Addon(s)</b>	

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Prashant Kumar	110003,PRITHVI BHAWAN LODHI ROAD	2	<ul style="list-style-type: none"> <li>Duration in Months for which service is required : 12</li> </ul>

**Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2500 Km X 320 Hours; Local ( 3 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Premium Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz , Honda City , Hyundai Verna , Volkswagen Vento , Toyota Corolla , Skoda Rapid
Usage Variant	2500 km x 320 hours
Type of Service	Local

विवरण/ Specification	मूल्य/ Values
Year of Vehicle Model	2025 , 2026
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
<b>एडऑन /Addon(s)</b>	

#### 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	Prashant Kumar	110003,PRITHVI BHAWAN LODHI ROAD	3	<ul style="list-style-type: none"> <li>Duration in Months for which service is required : 12</li> </ul>

#### Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 Km X 320 Hours; Local ( 8 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent , Ford Aspire , Toyota Etios
Usage Variant	2500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2025 , 2026
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
<b>एडऑन /Addon(s)</b>	

## 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	Prashant Kumar	110003,PRITHVI BHAWAN LODHI ROAD	8	<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. 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.

#### 3. Service & Support

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

#### 4. 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.

#### 5. 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.

#### 6. 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.

## 7. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

DDO, MoES  
payable at  
New Delhi

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 8. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

DDO, MoES  
payable at  
New Delhi

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Text Clause(s)

Following are the additional terms and conditions which both the parties will be bound with:

1. The tenure of the contract will be 12 months and may be extended for an additional one-year period on same rates and under same conditions as contracted, subject to satisfactory performance.
2. The Service Provider should provide a total of 13 vehicles comprising 02 Premium SUVs, 03 Premium Sedans and 08 Sedans.
3. During the contract period, if the vehicles engaged on monthly basis, runs for extra km and extra hour, then the payment for extra km and extra hour will be done on pro rata basis as under:
  - a. **Extra per Km charges = Monthly package cost/2500\***
  - b. **Extra per hour charges = Monthly package cost/320\***

**\*The figure 2500 and 320 is taken considering Monthly usage variant of 2 500Kms X 320 Hours.**

4. The Service Provider shall provide extra vehicle over and above the 13 vehicles, mentioned above, at any time during the day or night, if need so arises, the charges of extra vehicle (80 Kms x 10 Hours) shall be done on pro-rata basis and as per the following rate:

**Rate for Extra Vehicle = Monthly Package cost/25\*\***

**\*\*The figure taken considering average number of days in a month for which the vehicle will be engaged.**

5. The above rates of extra per km and extra hour will also be applicable on additional vehicle hired on day-to-day basis as mentioned in para 03 above.
6. Additionally, extra vehicle may be required for outstation basis. The bidder shall provide such vehicle as and when required by the Ministry, and the rates for these extra vehicles will be provided on pro rata basis for Outstation (250 Kms per day).

The rates for the first 250 Kms will be paid as per point 4 above and the rates for extra Kms after 250 Kms will be paid as per point 3(a) above. No additional charges towards extra hours shall be admissible during outstation assignments.

7. The Service Provider should have the ownership of at least 20 vehicles under the name of company (not under the name of individual) and relevant documents ratifying that should be enclosed.
8. The average annual turnover of the Service Provider should be Rs. 2.5 crore during each of last 3 years ending 31st March of the previous FY and documents ratifying that should be enclosed.
9. The Service Provider should have provided at least 13 vehicles to a Government Agency in a single contract and a copy of the same should be enclosed.
10. The Service Provider should have provided at least 13 vehicles to a Government Agency in the past year and a copy of contract / work order ratifying that should be enclosed.
11. The service provider's garage must be located within a maximum radius of 10 km from Prithvi Bhawan, Lodhi Road, New Delhi-110003. In case the garage is situated beyond 5 km, billing for distance will commence from the 5 km mark while traveling towards Prithvi Bhawan, Lodhi Road, New Delhi-110003, and the same condition shall apply for the return journey.
12. Ministry of Earth Sciences (MoES) reserves the right to 25% plus/minus increase or decrease the quantity of vehicles up to that limit without any change in the terms & conditions and prices mentioned in the GeM contract.
13. The service provider must provide additional drivers as per the requirement of the Ministry at GeM rates.
14. The model of the vehicles should not be prior to 2025 and documents ratifying that should be enclosed. The vehicles must carry all the valid statutory documents.
15. The Service Provider should have past experience of minimum 03 years of providing to government Department/Ministry/PSU. Proof of providing the vehicles together with a satisfactory performance certificate from the user agency should be enclosed.
16. The vehicles should preferably be of white or grey colour.
17. The vehicle should not have run more than 25000 km at the time of contract. If vehicle have run more than 1 lakh km during the contract, then new vehicle with less than 25000 km running should be provided.
18. The vehicles must have valid permits to run in Delhi/NCR and documents ratifying that should be enclosed.
19. The Service Provider must have been registered with GST and must also have PAN Card.
20. The firm/agency should not be 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.
21. The Service Provider must provide the vehicles on Saturdays & Sundays also to the user officers and should be able to provide the earmarked vehicles on Saturdays, Sundays and holidays or substitute vehicles in good condition only if the earmarked vehicles are not available due to servicing / repair etc.
22. The service provider shall provide the vehicle of the make/model as per the terms of the contract/tender during the entire period of contract and should not change it

- he vehicle/driver without prior information and approval from this office.
23. The vehicles should be maintained properly, cleaned every day, and the seats & head rests covered with sweat absorbing white towel. The vehicle should be in perfect running condition and provided with clean good quality seat covers, floor carpet, rubber foot mat, car air freshener, tissue paper box, Umbrella during monsoon, car mobile charger, fire extinguisher and torchlight. The vehicle shall be free from overhead carriage stand.
  24. 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.
  25. 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.
  26. The vehicles shall be equipped with functional seatbelts both in the front and rear seats.
  27. 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 authorised workshop at the cost of the service provider.
  28. The service provider shall not deploy drivers with the history of driving related offences and criminal offences of any other nature.
  29. The service provider shall provide each driver with at least two sets of prescribed uniform and the service provider shall ensure that each driver while on duty is in uniform.
  30. 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.
  31. The service provider must submit proof of salary transfer to drivers, as well as EPF, ESI etc. contributions, along with the monthly invoice to this Ministry. The payment for that month will not be released without the submission of such proof.
  32. 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. Also, the drivers must observe all the etiquette and protocol while performing the duty. They must be neatly dressed, should wear proper uniform and must carry a mobile phone in working condition for which no separate payment shall be made by Department.
  33. If any vehicle goes out of order, the Service Provider shall provide a substitute vehicle not more than within 30 minutes. In case the substitute vehicle doesn't report on time/does not report at all, the MoES / user officer would have a right to hire a vehicle from the market and the additional cost incurred by the MoES/ user officer will be borne by the Service Provider.
  34. The drivers of the Service Provider engaged for duty at MoES should be courteous and well behaved while dealing with MoES officers and vehicle users. In the event of any complaint of misbehavior against any driver of the Service Provider, MoES reserves the right to insist for immediate removal of the driver from the duties of MoES and the Service Provider shall be under obligation to comply to such instruction within twenty-four hours.
  35. **Deductions:**

Nature of Default	Default Details	Deductions			Remarks
		1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance	
Delay in arrival of vehicle/driver	For 30 mins or more	Warning	Deduction of 5% of monthly vehicle hiring cost	Deduction of 8% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
Misbehaviour by driver/ unacceptable behaviour by driver	Any instance	Deduction of Rs. 10,000 /- & Replacement of driver			Service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.
Driver in intoxicated state	Any instance	Deduction of Rs. 10,000 /- & Complain to police authority			Service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.

**Note: Deductions for other than above mentioned nature of default will be as per GeM conditions.**

36. The service provider shall take comprehensive insurance with third party unlimited liability risk of the vehicles detailed for the user department requirement. Users shall not be liable for any damages whatsoever to public property and/ or any third person due to any accident arising out of and in the course of deployment of contractor's vehicle by user.
37. The drivers should have valid driving license and the vehicles should be registered with the concerned authorities of Central/State Government. A certificate to this effect should be provided. The drivers of the vehicles should be familiar with Delhi roads, well-disciplined and must follow traffic rules and other regulations prescribed by the Government from time to time.

38. In the case of any accident, all the claims arising out of it shall be met by the Service Provider.
39. A daily record indicating time and mileage for each vehicle shall be maintained in a logbook on mandatory basis. The logbook shall be got signed by the user officer or his personal staff (PA/PS/PPS) on regular basis.
40. The contract between MoES and the Service Provider can be cancelled by giving prior notice of at least 45 days by the Service Provider. MoES reserves the right to terminate the contract at any time or stage during the period of contract, by giving seven days' notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.
41. In case quality of service by the Service Provider is found unsatisfactory, this office may terminate the contract immediately without giving any prior notice. In case of such termination, this office will hire the services of other vendors who have applied in the tender bid and are willing to provide services at the same rates and on the same terms and conditions as that of the L-1 (Firm who has quoted the lowest rates) bidder.
42. Ministry of Earth Sciences will take prompt action for releasing the payment for usage of the vehicle(s) upon presentation of bills on monthly basis by the Service Provider.
43. Ministry of Earth Sciences will ensure payment of any Parking fees, State Entry taxes/permits e.g., MCD Tax for Delhi, U.P. Tax and Haryana Tax on production of receipts by the Service Provider.
44. No liability whatsoever for payment of wages / salaries other benefits and allowances to any personnel of the Service Provider that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify MoES against any / all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
45. The vendor/contractor shall strictly comply with all applicable Labour laws, rules, and regulations in force.
46. The bidder must pay drivers, the minimum wages as per their entitlement/category i.e. skilled/semi-skilled workers in accordance with the guidelines, circulars, and orders issued by the Office of the Commissioner (Labour) and the Labour Department."
47. The vendor shall be solely responsible for any violation of Labour laws and shall indemnify the Ministry of Earth Sciences from any liability arising due to such non-compliance.
48. The vendor shall submit an undertaking at the time of bid submission and at the commencement of the contract, confirming that all Labour laws and statutory obligations are being followed and the organization shall not be held responsible for any claim, loss, or dispute arising between the vendor and his employees.
49. No vehicle should be supplied having registration in the name of employee of Ministry of Earth Sciences or their close relative(s).
50. No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to the Ministry of Earth Sciences have to be suitably compensated by the Service Provider.
51. The Service Provider shall be the employer for its workers and MoES will not be held responsible fully or partially for any dispute that may arise between the Service

Provider

52. The contract will be initially valid for a period of one year, which may be extended for an additional one year subject to satisfactory performance of the Service Provider. Thereafter, the Ministry of Earth Sciences reserves the right to extend the period and/or value of the contract in case of emergency, by a maximum of six months after completion of aforesaid period on the same rates and under same terms and conditions.
53. In the event of any question, dispute or difference arising under this agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Secretary, Ministry of Earth Sciences (MoES) or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. The Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of MoES or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as MoES employee he has expressed his views on all or any of the matter in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.
54. The venue of Arbitration proceeding shall be Office of MoES at New Delhi or such other place as the arbitrator may decide.
55. The Arbitrator may from time to time with the consent of both the parties enlarge the time and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
56. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of BID till placement of the contract, Ministry of Earth Sciences (MoES) reserves the right to 25% plus/ minus increase or decrease the quantity of vehicles i.e. 13 vehicles up to that limit without any change in the terms & conditions and prices quoted by the service provider. While awarding the contract, the quantity ordered can be increased or decreased by MoES within the tolerance limit.
57. **Fall Clause:** The price charged by the service provider for the vehicles supplied under the contract shall in no way exceed the lowest prices at which the service provider provides the vehicles to any department of Central Government or any department of State Government or any Central PSU or State PSU. If at any time, during the said period of the contract the service provider provides the vehicles to any department of Central Government or any department of State Government or any Central PSU or State PSU at a price lower than the price chargeable under the contract, the service provider shall forthwith notify the Ministry of Earth Sciences and the prices payable under the contract will be reduced accordingly. Bidder will provide the duly signed rate list of the vehicles being provided in other Government Agency(s).
58. In case of any contradiction of the GeM clauses with the RFP, RFP will prevail over GeM Clauses.

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**