

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT – HIRING OF CAR

1. The Service Provider/Agency shall have a minimum experience of three years in providing the required services. Copies of Agreement / Work Order from clients as documentary evidence shall be provided.
2. The Service Provider/Agency should be in possession of all mandatory documents/licenses related to hiring of vehicle with driver(s) as per Motor Vehicles Act., RTO and other applicable laws and statutory bodies. Service Provider/Agency **should have its functional registered office with full-fledged support staff, to the satisfaction of this office, at Thiruvananthapuram (Proof of office registration at Thiruvananthapuram should be provided along with the bid, otherwise the bid will be rejected). Physical verification of the registered office will be carried out by this office before finalization of Technical Bid.**
3. The service provider shall be responsible for payment of wages of driver, up keeping/ maintenance of vehicle, fuel for the running, claims against any incident/accident, timely renewal and updating of statutory documentation of vehicle etc. This office shall pay the agreed contract amount only.
4. The date of purchase of the vehicle provided should not be older than 2022.
5. The vehicle should be in perfectly good and sound condition mechanically, and suitable for use by senior officers, at all times.
6. The vehicle should be comprehensively insured during the full period of the contract.
7. The vehicle provided should preferably be a full option vehicle i.e. top end of that model.
8. Vehicle supplied should be fitted with all modern features.
9. The vehicles provided should be enabled with GPS/Vehicle Tracking devices.
10. The vehicles may be fitted / provided with the following additional accessories / utilities: -
 - a. Clean seat covers.
 - b. Quality music system
 - c. Reading lamp
 - d. Tissue paper box
 - e. King size Umbrella
11. Once the contract for hiring of vehicles commences, the vehicle and driver should not be changed unless so directed for by this office. The vehicle must be available at any time of day, as desired by this office.
12. The Service Provider/Agency should have enough drivers so as to ensure prompt and smooth service, without any break in service. It will be responsibility of the service provider to ensure that one driver per vehicle is available at all times as per requirement.
13. The Service Provider/Agency should ensure that the driver(s) employed hold valid driving license, are well trained, well behaved, punctual, reasonably educated, conversant with traffic rules / regulations and aware of roads / routes as well as security instructions and should have cleared police verification.
14. The Driver(s) provided should be willing to take up outstation journeys at any given point, as directed by this office.
15. Driver(s) employed by the Service Provider/Agency must have a mobile phone duly activated and available at alltimes.
16. The service provider shall provide uniforms and identity cards as per specifications prescribed by this office to all engaged persons, which should be displayed prominently by all persons during duty time. The tag (lanyard), displaying the name of the service provider/agency should also be

provided.

17. The driver should not leave the office or point of duty without prior permission of the competent authority of this office.
18. Biodata of driver(s) who are likely to be deployed on duty, should be furnished along with technical bid document.
19. The Service Provider/Agency should furnish a declaration, in their letterhead, stating that the drivers provided are of good character, has police clearance certificate, possess valid driving license and are aware of the roads/route of this city as well as of this State is and submitted along with the tender document.
20. The contractor must also ensure that all the necessary documents (Registration Certificate, Insurance papers, PUC certificate etc.) are readily available in the vehicle for any verification.
21. In case of breakdown/unserviceability/faulty condition of the provided vehicle, at any time, it shall be the responsibility of the Service Provider/Agency to provide a substitute vehicle, which shall be of similar make or higher model, immediately.
22. Any overtime arising due to breakdown of vehicle supplied by Service Provider/Agency shall not be payable by this office.
23. A daily record (log book) indicating the date, time and mileage of the vehicle shall be maintained by the driver and submitted to concerned official(s) of this office for verification, as and when asked for.
24. The liability of this office will be limited to the hiring charges agreed in the contract.
25. The Service Provider/Agency will be responsible for compliance of all statutory provisions related to minimum wages, EPF, ESI, Bonus payment etc, in respect of the drivers deployed by them. The bidding Service Provider/Agency will be fully responsible for payment of wages and other dues and compliance of all labour laws, welfare schemes applicable to the drivers deployed by them.
26. The rate quoted should remain valid for the full period of agreed contract from the date of engagement.
27. In case of breach of any terms and conditions, the Competent Authority of this office reserves the right to cancel the work order without assigning any reason thereof.
28. In case of non-compliance of conditions of ATC and other conditions of this contract, deductions as per clause 8 of Service Level Agreement shall be applicable and repeated defaults may lead to termination of contract, as decided by competent authorities of this office.
29. Bid submitted without fulfilling any of the conditions in the tender document shall be summarily rejected.
30. Technical Bid Performa as per Annexure 'A' should be completed submitted along with the bid.

FINANCIAL BID:

31. The tendering Service Provider/Agency must provide the Financial Bid as given in Annexure 'B' and as per the details laid down below:
32. The rate should be quoted **for a fixed kilometer of 2500 km per month**. This rate should be inclusive of wages of driver (including EPF/ESI/Bonus), cost of fuel, maintenance/ repair/upkeep of vehicle charges, Service charges etc.
33. For the purpose of calculating 2500 km per month, the distance travelled by the hired vehicle to and from office/duty point only will only considered.

34. For every distance, in excess of 2500 km per month, the rate should be quoted on **per kilometer basis**. This rate also should be inclusive of wages of driver (including EPF/ESI/Bonus), cost of fuel, maintenance/ repair/upkeep of vehicle charges, Service charges etc.
35. Bata per day for outstation duty beyond **Thiruvananthapuram district limit (more than 60 KM for one-way travel)** should be quoted separately. This rate should not include any other charges as stated above.
36. Taxes should be shown separately.
37. Payment shall be made under e-payment mode, for which the provider of vehicle shall have to submit a duly filled Electronic Clearance Service Mandate form, authenticated with sign and seal of service banking branch.
38. No advance payment shall be made by this office, under any circumstances.
39. All payments shall be made, on monthly basis, against the bill duly supported by running mileage details of the vehicle for the month, duty slips of Taxi / car's usage etc. and duly signed by the designated officer of this office
40. Parking/toll charges, if any, **should not be** included in the quoted rate. The charges for the same shall be paid on actual, as and when incurred. Actual parking charges / Toll charges will be payable along with the monthly bills, only upon submission of the parking bills / toll receipts etc.
41. Tax Deduction at Source (TDS), as applicable, shall be deducted from bill amount as per the Income Tax & GST provisions.
42. The provider shall be responsible for payment of GST, with respect to each bill.

PROFORMA OF TECHNICAL BID FOR HIRING OF VEHICLE

1.	Name of Service Provider/Agency/provider	
2.	Nature of the concern: (i.e. whether Sole Proprietor or Partnership firm or a Company)	
3.	Full Address of Regd. Office Telephone No. Fax No. E-Mail Address	
4.	Registration No. of the Service Provider/Agency/ firm (Attach copy of the Registration)	
5.	Permanent Account Number (PAN No.) [Attach copy of the Registration]	
6.	Goods and Service Tax Registration No. [Attach copy of Registration]	
7.	Number of Vehicles possessed by the Service Provider/Agency. [Attach list of vehicles with Registration No., make, fuel type and their present deployment, if any]	
8.	Details of vehicles proposed for supply to this office [make, condition, fuel type, additional accessories provided should be specified]	
9.	Details of contracts for hiring of vehicles during last three years.	
10.	Details of Drivers to be deployed to this office, as specified in the general terms and	
11.	Whether the Service Provider/Agency confirms to fulfill the statutory requirement towards payment of minimum wages/EPF/ESI/Bonus etc. to Driver [Details to be attached]	

Date :

Place :

Seal :

Signature of the proprietor/authorized person

Full Name:

PROFORMA OF FINANCIAL BID**MONTHLY RATE:**

Make of Vehicle	A	B	C	D
	Fuel type	Fixed Rate per month upto 2500 km.	Rate per kilometer above 2500 km	Outstation Bata, if any, per day (beyond Trivandrum district limit only , above 60 Km)
The rate should be inclusive of wages of driver (including EPF/ESI/Bonus), cost of fuel, maintenance/ repair/upkeep of vehicle charges, Service charges etc.				
Maruti Ciaz (Full option vehicle)	Petrol			
Taxes (GST rate)				
Additional charges, if any				

Date :

Place :

Seal :

Signature of the proprietor/authorized person

Full Name:

ANNEXURE – C

DECLARATION

(To be submitted with the Technical Bid)

I, _____,
son/daughter/wife of Sri. _____, Proprietor/ Director/
Authorized signatory of the (Service Provider/Agency/Firm) _____
_____ am competent to sign this declaration
and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

3. I also declare that I/we or my/our Firm has not been blacklisted by any Government Department/Organization as on the date of submission of the bid/tender.

4. The information/documents furnished along with the application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false/misleading information and/or fabricated document would lead to rejection of my tender at any stage.

Date :

Place :

Seal :

Signature of the proprietor/authorized person

Full Name:



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6024211
Dated/दिनांक : 05-03-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-03-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-03-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Accountant General, Kerala
Office Name/कार्यालय का नाम	Ersa, Thiruvananthapuram
क्रैता ईमेल/Buyer Email	binoyd.ker.au@cag.gov.in
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2500 km x 320 hours; Local 24*7
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	50 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1500000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	45000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

PAO
O/o the AG (A&E) Kerala, Thiruvananthapuram.
(Pao)

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):2

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):2

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:2

Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:2

Geographic Presence in States:Service Provider's functional registered office should be located at Thiruvananthapuram, Kerala

Scope of Work:[1741158150.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2500 Km X 320 Hours; Local 24*7 (2)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	Premium Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz
Usage Variant	2500 km x 320 hours
Type of Service	Local 24*7
Year of Vehicle Model	2022
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	S S Kannan	695001,Audit Bhavan, Statue	2	<ul style="list-style-type: none">Duration in Months for which service is required : 12

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**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. Forms of EMD and PBG

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

PAO O/o the AG (A&E) Kerala Thiruvananthapuram
payable at
Thiruvananthapuram

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.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

PAO O/o the AG (A&E) Kerala Thiruvananthapuram
payable at
Thiruvananthapuram

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

5. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

6. 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.

7. Buyer Added Bid Specific ATC

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

8. Service & Support

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

9. Service & Support

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

10. 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.

11. 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.

12. 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

PAO O/o the AG (A&E) Kerala Thiruvananthapuram
payable at
Thiruvananthapuram

. 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.

13. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

PAO O/o the AG (A&E) Kerala Thiruvananthapuram
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

14. 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.

15. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

The contract may be extended based on the satisfactory performance of the supplier, with the consent of both the parties at the existing terms and conditions.

Disclaimer/अस्वीकरण

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.

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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---