



बिड संख्या/Bid Number: GEM/2025/B/6928204

दिनांक /Dated: 28-11-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details			
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-12-2025 15:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-12-2025 15:30:00		
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Health And Family Welfare		
विभाग का नाम/Department Name	Department Of Health Research		
संगठन का नाम/Organisation Name	Indian Council Of Medical Research (icmr)		
कार्यालय का नाम/Office Name	National Institute For Research In Tribal Health		
वस्तु श्रेणी /Item Category	Custom Bid for Services - vehicle hiring services		
समान श्रेणी/Similar Category	Vehicle Hiring Service - Per Vehicle-Day basis		
अनुबंध अविध /Contract Period	2 Year(s)		
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	e 135 Lakh (s)		
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)		
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes		
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requester in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (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 the buyer		

बिड विवरण/Bid Details		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	7	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes	
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders	
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	4500000	
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

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	135000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India	
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00	

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26
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- (a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Director

National Institute for Research in Tribal Health, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare (Director, Icmr-nirth, Jabalpur)

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
स्क्ष्म 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%	-

- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- 5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in

the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

- 6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

 8. 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.
- 9. 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.
- 10. 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.
- 11. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:<u>1764046646.pdf</u>

Payment Terms: 1764046755.pdf

GEM Availability Report (GAR): 1764051068.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: 1764060935.pdf

Custom Bid For Services - Vehicle Hiring Services (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values	
कोर / Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	vehicle hiring services	
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
एडऑन /Addon(s)		

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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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 / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Amisha Patel	482003,ICMR-National Institute of Research in Tribal Health, Nagpur Road, PO-Garha Jabalpur 482003	1	N/A

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

- 1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- 3. 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

4. Generic

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The rates are to be quoted as per Annexure- I.

- 1. Agencies are required to submit their rates as per Annexure-I. The validity of tender will be 180 days from the date of opening of the tender. The rates should be quoted along with all applicable taxes and rates quoted will be taken as firm and final. No price escalation / variation shall be entertained after award of contract
- 2. The agencies should enclose self-attested photocopies of valid GST registration certificat e, PAN card and proof for having filed income tax returns for previous 3 (three)Assessment years.
- 3. The agencies should enclose the documentary evidence for minimum 02 (two) similar contracts undertaken by him at any government and / or reputed private organizations during last 5 years, failing which the tenders will be rejected.
- 4 Bidders are required to sign and submit "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of its validity, or if they are awarded the con tract and they fail to sign the contract, or to submit a performance security before the d eadline defined in the tender document, they will be suspended for the period of two ye ars from being eligible to submit Bids for contracts with the entity. Bids submitted witho ut "Bid Security Declaration" will be rejected.
- 5 The contractor will have to maintain the log book of each and every trip and the same sh all be submitted along with the bills. The signatures of users should be obtained in the l og book immediately after completion of the journey. The bills are to be claimed from th e pickup point to the drop point as mentioned in duty slip. The contractor shall not be el igible for any empty kilometers.
- 6 Payment of the bills will be released through electronic transfer to the agency's account directly only after successful rendering the services and receipt of bill / invoice in origin al.
- 7 Payment of wages to drivers and cleaners/conductors including all statutory payments lik e PF, ESI, bonus etc. will be of contractor's responsibility.
- 8. Toll tax, parking charges, if any, will be reimbursed by ICMR-NIRTH on production of receipt(s).
- 9. The Contractor shall have full and exclusive liability for payment of Govt. taxes, comp rehensive insurance, RTO permits, RTO license, GST and any other fees/taxes payable f rom time to time during the tenure of the contract.
- 10 For any dispute arising between the contractor and their drivers there will be no resp

onsibility on ICMR-NIRTH.

- 11. During the contract period, if any movable or immovable property of ICMR-NIRTH is damaged by the contractor, the same must be compensated to ICMR-NIRTH immediatel y. However, contractor will not make any dispute in this regard.
- 12. The contractor will have to follow all prevailing safety guidelines of the Government.

 In case of any untoward incidence happens, it will be sole responsibility of the contractor.
- 13. ICMR-NIRTH will not bear any expenses towards fuel cost, lubricants, spare parts, m aintenance, insurance, road/state taxes/permits/certificates etc.
- 14. In the event of any breakdown, servicing and repairing of vehicle, the contractor at his own cost shall make alternative arrangement by providing similar class of vehicle.
- 15. ICMR-NIRTH will no way be responsible for violation of traffic rules and/or infringeme nt of any other law in force/either by driver of the vehicle or by contractor.
- 16. The driver as well as contractor shall comply with relevant rules and regulations of M otor Vehicle Act and Rules applicable at present or as may be enforced from time to time, for which ICMR-NIRTH would not be liable/responsible in any manner. Onus of compliance of all the applicable laws/act/rules including those under Motor Vehicle Act shall rest with the contractor only and ICMR-NIRTH will not be liable in any manner.
- 17. The contractor shall insure that the vehicles deployed by him are maintained well, cl eaned thoroughly both internally and externally. All vehicles should have an emergenc y medical kit and fire extinguisher.
- 18. The contractor shall be solely responsible for any theft of his vehicles and belonging s.
- 19. The contractor has to ensure the safety of passengers by avoiding negligence in driving such as over speed, rash driving etc.
- 20. Driver should have a valid appropriate driving license issued by concerned authoritie s and must possess a working mobile phone whose numbers should be provided to ICM R-NIRTH.
- 21. The driver should not be under influence of liquor or any other intoxicants or smoke while on duty. In the event of such happenings the driver will have to be removed imm ediately and any damage caused by such happenings will be totally born by the contra ctor.
- 22. During the contract, obtaining necessary permissions/approvals from concerned Stat e Police/RTO/Appropriate Authorities for operating the vehicle shall be the responsibility of the agency/contractor only.
- 23. The L1 for award of contract will be decided based on the aggregate total of rates qu oted for all type of vehicles and tariff as prescribed in Annexure-I.
- 24. The successful tenderer at his own cost, will have to execute contract service agree ment in Non-Judicial stamp of Rs.500/- which will be binding by both the parties i.e. ICM R-NIRTH and the Contractor during the tenure of the contract. The terms and conditions and Annexure I-III of this tender will be part of this agreement.
- 25. The Director / Director in-charge, ICMR-NIRTH reserves the right to terminate the contract at any time during the contract without assigning any reason.
- 26. The Director / Director in-charge, ICMR-NIRTH has full and exclusive rights to accept

- or reject tenders, in full or part, without assigning any reasons whatsoever. No verbal or written enquiries shall be entertained in this regard.
- 27. In case of any dispute arising between the contractor and ICMR-NIRTH or any constit uent being party of the contract, the sole authority for settlement of such disputes, will rest with the Arbitrator appointed by the Director, ICMR-NIRTH.
- 28. Vehicle should be of Taxi type (commercial). No private vehicle is allowed.
- 29. The drivers of the vehicles must possess a valid commercial driver license and must have a minimum 5 years of driving experience. Driver deployed should be at least matriculate.
- 30. No. of Vehicles required: 5 No.
- 31. Vehicle Type: Premium Sedan/ Sedan/ SUV/XUV/MPV.
- 32. Brand of Car: Maruti Suzuki Ciaz, Honda City, Volkswagen Vento, Toyota Corolla, Mar uti Dzire, Honda A maze, Tata Tigor, Hyundai Xcent, Ford Aspire.
- 33. Usage Variant: as per scope of service attached in Buyer Added ATC
- 34. Type of Service: Local/ outstation
- 35. Year of Vehicle Model: 2022 or latest
- 36. Km travelled: as per scope of service attached in Buyer Added ATC
- 37. The rate of each vehicle should be quoted for as per scope of service attached in Bu yer Added ATC. No daily limit.
- 38. Fuel of vehicle will be Petrol/ Diesel/ CNG/Electrical.
- 39. The vehicle should be in good working condition, hygienically cleaned, sanitized and well maintained all the times. For this purpose, soothing car perfume may be used. The vehicle should always have RTO related documents including RC, PUC, Insurance, Fitnes s, permit etc.
- 40. The original Registration Book as well as the Certificate of Comprehensive Insurance, Driver's License and/or any other document as may be required shall be produced at the time of inspection of Vehicle hired. ICMR-NIRTH reserves the right to check all these documents as and when required.
- 41. All necessary tool kit and Stepney, safety equipments, etc. should always be available in good condition in the Vehicles to cater for any exigency on-route.
- 42. The Contractor/ Driver shall ensure that the Vehicle is always having sufficient fuel a nd fastag amount.
- 43. The contract will initially be valid for 2 years to be extended as per GeM terms and c onditions based on satisfactory performance.

- 44. The bidder should submit only one bid in the tender process. Bidder submitting more than one bid i.e. 02 bidders having controlling partners in common will result in the disqualification of all the concerned bids.
- 45. The agency should not have been declared on court receivership/ liquidation/ blacklis ted/ banned/ debarred by any Central/ State Govt Organization/ PSU. An affidavit on Rs. 1000/- non judicial stamp paper (as per Annexure of the Buyer Uploaded ATC documen t) notarized after the date of tender publication shall be furnished by the applicant. In c ase a bidder is put on holiday/ Black listed after opening of technical bid, then bid of suc h bidders will be ignored & will not be further evaluated. The bidder will not be consider ed for issue of order even if the party is the lowest (L1). In such situation next lowest shall be considered as L1.
- 46. Bidder to note that there shall be no requirement of paying EMD against this tender. However, all bidders shall be required to mandatorily submit the Bid Security declaration in lieu of EMD as per the format attached. (Annexure D) of Buyer Uploaded ATC document)
- 47. The requirement of submission of Bid Security declaration shall also be applicable on bidders who are exempted from payment of EMD (MSME and Startups)
- 48. The successful bidder shall furnish the performance security for an amount equal to 5 % of bid amount within 20 calendar days from the date of award of the contract. The bid der has to extend the validity of the PBG upto the extended period also at his own cost.
- 49. Any Addendum/ Corrigendum/ Bid End Date Extension in respect of the tender shall be issued on GeM portal and ICMR-NIRTH website only.
- 50. Bidders may note that the following are attached separately and uploaded in the Buy er Uploaded ATC documents that are mandatory to be submitted at the bid stage strictly as per the prescribed format:
 - (a) Undertaking by the bidder(s)
 - (b) Proforma for declaration on court receivership/ liquidation/ blacklisted
 - (c) Bidder(s) profile
 - (d) Format of bid security declaration from bidders in lieu of EMD
- 51. In addition to above, bidders are also required to submit the following documents:
 - (a) PAN CARD
 - (b) GST Registration Certificate (GSTIN no.)
 - (c) EPF Registration Certificate clearly indicating PF code number
 - (d) ESI Certificate
 - (e) Copies of original registration certificate documents defining the constitution or I

- egal status, place of registration and principal place of business
- (f) Certificate of registration under Shop and Establishment Act issued by the competent authority, should be submitted as documentary evidence in support of the geographical presence of bidder in Madhya pradesh.
- (g) For Minimum Average Annual Turnover of the bidder (For 3 Years): Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/ Cost Accountant indicating the turnov er details for the relevant period
- (h) For Years of Past Experience required for same/similar service: Copies of relevant contracts/ orders for providing similar type of services to any Central/ State Govt Organization/ PSU and documentary evidence of successful execution/ completio n in support of Past Experience of Similar Services during each of the financial ye ar.
- For Fleet of owned Vehicles with Service Provider: Indian Union Vehicle Registration Certificate issued by Transport Department GNCT of madhyapradesh/ other Stat e in the name of firm. In case vehicle is not registered in the name of the firm, su itable POA (Power of Attorney) shall also be uploaded by the bidder. At least 05 v ehicle of each category (01 in case of traveler) should be registered in the name of the bidder.
- 52. Following bidder(s) will be exempted from the criteria of Minimum Average Annual Tu rnover and Years of Past Experience:
 - (a) Micro and Small Enterprises who are Service Provider (Major Activity as Services) of the Primary Service Category and whose credentials are validated online thr ough Udyam Registration/ Udyog Aadhaar website.
 - (b) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- 53. Services of the bidder shall be reviewed after a period of 01 year of the contract. Ser vice will be continued for the next 01 year of the contract only in case of satisfactory pe rformance of the bidder.
- 54. The successful bidder shall be responsible for all injury and accident to persons employed by him while on duty. It shall be the sole responsibility of the agency to take care of financial and legal implications arising out of any injury, accidents or miss-happening to its workers employed for ICMR-NIRTH work. The agency shall indemnify ICMR-NIRTH to all such financial and legal implications.
- 55. All the drivers need to come in uniform.
- 56. The bidder shall have at least one Work Order of 80% of work value executed in last 3 years. OR The bidder shall have two Work Order of 60% of work value executed in last 3 years. OR The bidder shall have three Work Order of 40% of work value to be execute d in last three years.
- 57. PAYMENT TERMS

57.1 Payment Condition:

- (a) The cost of services quoted by the Service Provider shall be cover all aspects of service delivery and include all the components of salary/ wages (minimum wag e, insurance, PF, ESI, etc.) and taxes, as applicable.
- (b) The Payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.

57.2 Payment Process:

Payment shall be made only after Submission of bill in duplicate along with duty slip and lo g book on monthly basis. (a) Non-submission of the same may lead to delay/ de duction in payment.

- (b) Payment shall be made through bank transfer only, in no circumsta nce ca sh/ cheque payment shall be made.
- 58. The payment will be made directly by the ICMR-NIRTH.
- 59. In case of any breakdown of the vehicle, the owner has to arrange a substitute vehic le within one hour. Similarly, in the event of non availability of driver due to sickness or any reason substitute driver will be provided for the vehicle immediately otherwise simi lar penalty will be levied. In the event of not providing vehicle, a similar vehicle may be hired from the market and expenditure for the same shall be deducted from the payabl e amount to vendor.
- 60. The bidder shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1 923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Em ployer's Liability Act, 1938, and/ or any other Rules/regulations and / or statutes that m ay be applicable.
- 61. Conditions mentioned in Buyer Added Bid Specific ATC shall prevail over Additional Qualification/ Data Required/ Bid Details/ Technical Specifications/ GTC/ SLA.
- 62. The Quantity of the Vehicle increase and decrease as per the requirement.

7. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

DIRECTOR ICMR-NIRTH Account No. 10080130101 IFSC Code SBIN0001445 Bank Name STATE BANK OF INDIA Branch address JABALPUR Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

8. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

DIRECTOR ICMR-NIRTH Account No. 10080130101 IFSC Code SBIN0001445 Bank Name STATE BANK OF INDIA Branch address JABALPUR

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

9. 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.

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 <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the सामान्य नियम और शर्तै/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 शर्तै/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---