

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-07-2025 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-07-2025 16:30:00
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 Of Malaria Research
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 3000 Km x 364 hours; Local 24*7 , Monthly Basis Cab & Taxi Hiring Services - SUV; 3000 Km x 364 hours; Local 24*7 , Vehicle Hiring Service - Per Vehicle-Day basis - Sedan; 2024; Local; Plain; 80Kms x 10Hrs; Round Trip , Vehicle Hiring Service - Per Vehicle-Day basis - SUV/MUV; 2024; Local; Plain; 80Kms x 10Hrs; Round Trip , Vehicle Hiring Service - Per Vehicle-Day basis - SUV/MUV; 2024; Outstation; Plain; 300Kms x 10Hrs; Round Trip
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)	100 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE 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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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
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?	No
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
लागू आरसीएम/RCM Applicable	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	175000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	2.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	3

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

लभार्थी /Beneficiary :

Director

National Institute Of Malaria Research, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare
(Director Nimr)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be 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. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

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

Bid.

जीएसटी की धारा 9(3) | / Section 9(3) Of GST

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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Monthly Basis Cab & Taxi Hiring Services - Sedan; 3000 Km X 364 Hours; Local 24*7 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire
Usage Variant	3000 Km x 364 hours
Type of Service	Local 24*7
Year of Vehicle Model	2024
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	CNG
एडऑन /Addon(s)	

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Md. Rashid Perwez	110077,National Institute of Malaria Research, Sector-8 Sector-8	1	<ul style="list-style-type: none"> Duration in Months for which service is required : 12

Monthly Basis Cab & Taxi Hiring Services - SUV; 3000 Km X 364 Hours; Local 24*7 (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Mahindra Scorpio , Tata Sumo
Usage Variant	3000 Km x 364 hours
Type of Service	Local 24*7
Year of Vehicle Model	2024
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	CNG
एडऑन /Addon(s)	

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

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	Md. Rashid Perwez	110077,National Institute of Malaria Research, Sector-8 Sector-8	2	<ul style="list-style-type: none">Duration in Months for which service is required : 12

Vehicle Hiring Service - Per Vehicle-Day Basis - Sedan; 2024; Local; Plain; 80Kms X 10Hrs; Round Trip (150)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
State	NA
District	NA
Zipcode	NA
Vehicle Type	Sedan
Vehicle Brand	Honda Jazz , Honda Amaze , Maruti Dzire
Year of Manufacturing	2024
Type of Service	Local
Type of Terrain	Plain
Usage Variant	80Kms x 10Hrs
Trip Type	Round Trip
Air Conditioning Required	AC
Vintage Km(s)	25,000-50,000 kms
Fuel Type	CNG
एडऑन /Addon(s)	
Night Hault	NA

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicle-Days Required within the Contract Period	अतिरिक्त आवश्यकता /Additional Requirement
1	Md. Rashid Perwez	110077,National Institute of Malaria Research, Sector-8 Sector-8	150	<ul style="list-style-type: none"> Maximum No. of Vehicles required in a Day/Event : 12

Vehicle Hiring Service - Per Vehicle-Day Basis - SUV/MUV; 2024; Local; Plain; 80Kms X 10Hrs; Round Trip (250)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
State	NA
District	NA
Zipcode	NA
Vehicle Type	SUV/MUV
Vehicle Brand	Maruti Ertiga , Toyota Innova
Year of Manufacturing	2024
Type of Service	Local
Type of Terrain	Plain
Usage Variant	80Kms x 10Hrs
Trip Type	Round Trip
Air Conditioning Required	AC
Vintage Km(s)	25,000-50,000 kms
Fuel Type	CNG
एडऑन /Addon(s)	
Night Hault	NA

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

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 Vehicle-Days Required within the Contract Period	अतिरिक्त आवश्यकता /Additional Requirement
1	Md. Rashid Perwez	110077,National Institute of Malaria Research, Sector-8 Sector-8	250	<ul style="list-style-type: none">Maximum No. of Vehicles required in a Day/Event : 12

Vehicle Hiring Service - Per Vehicle-Day Basis - SUV/MUV; 2024; Outstation; Plain; 300Kms X 10Hrs; Round Trip (40)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
State	NA
District	NA
Zipcode	NA
Vehicle Type	SUV/MUV
Vehicle Brand	Maruti Ertiga , Toyota Innova
Year of Manufacturing	2024
Type of Service	Outstation
Type of Terrain	Plain
Usage Variant	300Kms x 10Hrs
Trip Type	Round Trip

विवरण/ Specification	मूल्य/ Values
Air Conditioning Required	AC
Vintage Km(s)	25,000-50,000 kms
Fuel Type	CNG
एडऑन /Addon(s)	
Night Hault	NA

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

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 Vehicle-Days Required within the Contract Period	अतिरिक्त आवश्यकता /Additional Requirement
1	Md. Rashid Perwez	110077,National Institute of Malaria Research, Sector-8 Sector-8	40	<ul style="list-style-type: none"> Maximum No. of Vehicles required in a Day/Event : 2

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

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

Buyer Added text based ATC clauses

Terms and Conditions of the vehicle contract

1. An Earnest Money Deposit (EMD) 5 % of total amount in the form of a dem and draft in favour of National Institute of Malaria Research, Dwarka, New D elhi must be submitted along with the quotation. The quotation without EMD will not be entertained. EMD of unsuccessful tenders will be returned immedi ately after finalizing the contract. The EMD of successful bidder will be retur ned soon after the bidder deposits the performance Security @ 5% of total v alue of awarded contract cost for in the form of bank Guarantee/FDR drawn i n favour of the National Institute of Malaria Research, Dwarka, New Delhi wh ich should be valid for a period of 60 days beyond the entire contract period included extended period in respect of vehicles to be deployed.
2. Commercial Vehicle Registered in the name of the Service Provider firm onl y and they should be in good running condition and should not be registered earlier than the January 2024 and possessing all valid documents(s) like Reg istration certificate, up-to-date Pollution under Control Certificate, etc. in ori ginal. The vehicles should not have run for more than 50,000 KMs. at the tim e of deployment. The status will be checked before deployment of the vehicl es. The drivers should have a valid driving license.
3. List of vehicles owned by the Agency and list of clients to be provided with the tender documents.
4. The duty point/mileage and time will be counted from NIMR Dwarka or any other place as intimated from time to time. This may be noted that the mile age and time will not be considered from Garage to Garage.
5. The contract will be initially for a period of One Year, which may be extend ed further for a period of one year on the same terms & conditions, provided the services are found to be satisfactory.
6. The rates of each vehicle should be quoted for 3000 KM and 364 hrs per m onth. No daily limit.
7. The payment will be made to the Service Provider after deduction of applic able taxes Directly in their account through NEFT/RTGS only and the payme nt will be made directly by the NIMR.
8. Payment Condition: the cost of service quoted by the service provider shall cover all aspects of service delivery and include all the components of salary /wages (minimum wage, insurance, PF, ESI, etc.) and taxes, as applicable. (b) The payment shall be made as per the financial quotes submitted by the s ervice provider and accepted by the Buyer.
9. No payment shall be made against the bill pertaining to journey, where any complaint with regard to the quality of the car driver behaviour is received f orm the user. In this regards the decision of NIMR shall be final and binding on the Service Provider.
10. The monthly charges are inclusive of CNG/fuel/lubrication/repair and maint enance of vehicles, wages of drivers, GST, uniform and insurance of vehicles etc. However, parking charges and monthly MCD toll tax and other toll char ges, if any paid by the agency will also be reimbursed by the NIMR on submi ssion of Receipts in Original.

11. Penalty etc. imposed by the traffic police/departments will not be paid by the NIMR.
12. The Service Provider will be required to submit the – Receipt bills by affixing revenue stamp in duplicate along with the duty slip/log book in the format prescribed by NIMR.
13. Detaining the vehicles for own reasons during outstation duty as well as station or disappearance of the Driver from duty causing undue detention of an Officer may entail proportionate deduction or non - payment for journey performed, as the case may be.
14. The Driver should have valid Driving License (Commercial/LMV) with more than 3 (Three) years' experience and be fully conversant with the routes in the Delhi and NCR. The service provider should submit a copy of the ID and residence proof of the Driver deployed by the Agency. The driver of the vehicles so provided must follow traffic rules and other regulations prescribed by the Government. The Driver should wear proper uniform and be provided with Mobile Phone by the Service Provider Firm/Agency. Once the driver deployed in NIMR for duty, he has to follow the instructions of the NIMR officer authorized to control the deployment of vehicles. The owner shall be responsible for any misbehaviour / misconduct, like negligence in performing duty, leave the NIMR premises without prior permission. The Service Provider has provided a police verification certificate in respect of the Drivers and also to submit an affidavit that no criminal case is either pending or contemplated against the Driver.
15. The extra vehicles, if required should also be provided at short notice. The Service Provider should be able to provide Vehicles at odd hours and holidays also, if required by the NIMR. The vehicles should be maintained in good conditions all the time. At least one vehicle along with the driver need be available round the clock in the NIMR.
16. The vehicles shall be properly insured by the Service Provider and shall carry necessary fitness certificate from the concerned authority including the pollution control certificate required from time to time.
17. Frequent change of the car and /or Driver without assigning and valid reasons will not be allowed.
18. In case of breakdown of the vehicle, the agency should be able to provide another vehicle immediately and no expense towards break down shall be borne by the NIMR. Similarly, in the event of non-availability of driver due to sickness or any reason substitute driver will be provided for the vehicle immediately.
19. The Service Provider shall always be available on his direct telephone/mobile (office as well as residence/Mobile).
20. The Service Provider shall also submit their GST, and PAN Card Number. IT Return for last 3 years.
21. For each and every vehicle, the driver is required to maintain vehicle Log Book, i.e. details journey performed during the day since morning to last duty separately and the entries to be got verified. The Log Book will have to be shown to the Administration from time to time. The signature of the user should be taken by Driver.
22. A penalty of Rs. 250/- per day vehicles may be levied on the Service Provider, if any, vehicles failed to meet the above terms & conditions. Similarly, if t

he vehicles delayed for any duty not reach the venue in time, a penalty of Rs. 500/- per day per vehicles may be levied on the Service Provider and the same shall be deducted from the monthly bills.

23. In case of any accident or any other contingency, and claim arising out of it shall be borne by the driver/services provider only and no claim, whatsoever, shall be borne by NIMR. Compensation and connected expenses, etc., in case of any unforeseen casualty shall also be borne by the service provider.
24. Any service provider, who is already providing vehicles on hiring basis to any other Ministry/Department of Central Govt., will be preferred, and, if so, the details thereof may be furnished along with quotations by Service Providers.
25. NIMR reserves the right to accept or reject the tender in full or in part without assigning any reason thereof.
26. In case of any dispute arising in respect of the tender, the same shall be resolved through arbitration by an Arbitrator appointed by the Director, NIMR and the decision/award by such Arbitrator shall be binding on the Service Provider.
27. NIMR also reserve the right to split the order among more than one vehicle to get the optimum services for the NIMR.
28. All disputes will be subject to the jurisdiction of the appropriate Courts situated in Delhi only. Further, the contract will be governed by the appropriate laws of the country which are in force from time to time.
29. In case of failure to comply with the above stipulations, action will be taken against your firm as deemed fit and same will be intimated to GeM.
30. Vehicle should be of Taxi type (commercial). No private vehicle is allowed.
31. No additional charges will be paid for Air Conditioner.
32. The service provider shall be personally responsible for any theft. Misconduct and/or disobedience on the part of drivers so provided by him.
33. 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 from services and any damages caused by such contractor's employees will be totally borne by the contractor.
34. This contract can be terminated by the contractor by giving 30 days clear notice. However, the authority (ICMR-NIMR) reserves the right to terminate the contract without assigning any reason.
35. Bidder should have minimum 5 commercial vehicle registered.
36. Bidder is required to submit acceptance letter for terms & conditions as mentioned upload document under buyer added bid specific ATC.

Signed _____

Signed _____

For and on behalf of the ICMR-NIMR
If of the M/s

For and on behalf of the M/s

Name:

Name:

Position:

Position

Date:

Date:

In the presence of Witnesses
In the presence of Witnesses

In the presence of Witnesses

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1

bidders through a Random Algorithm executed by GeM system.

16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी 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---