

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-09-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-10-2026 11:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	South Central Railway
कार्यालय का नाम/Office Name	Pce Office
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :aden.easts@gov.in Buyer Email id: abhiram.sanapala@gov.in
वस्तु श्रेणी /Item Category	Goods Transportation service - Monthly Based Service - Outside state; 06 Trucks 4point5 Ton 2000 KM per month 24000 Km per year 24x7 for track maintenance works required for SSE PWay Manikgarh Sirpurkagajnagar Bellampalli Mancheria Peddapalli NorthK..
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	72 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
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	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	14322466.08
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	286450

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

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Sr.DFM/SC/SCR

3rd floor, Sanchalan bhavan, Secunderabad, South Central Railway, Ministry of Railways

(Sr.divisional Finance Manager/secunderabad)

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. 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.

2. 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.

3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any

purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1788842806.pdf](#)

Goods Transportation Service - Monthly Based Service - Outside State; 06 Trucks 4point5 Ton 2000 KM Per Month 24000 Km Per Year 24x7 For Track Maintenance Works Required For SSE PWay Manikgarh Sirpurkagajnagar Bellampalli Mancherial Peddapalli NorthK.. (6)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specifica tion	मूल्य/ Values
कोर / Core	
Type of Transport	Outside state
Nature of Goods	06 Trucks 4point5 Ton 2000 KM per month 24000 Km per year 24x7 for track maintenance works required for SSE PWay Manikgarh Sirpurkagajnagar Bellampalli Mancherial Peddapalli NorthKazipet For 24 Months
Type of Truck	4point5 Ton trucks for transportation of Railway track material and bridge material for urgency preventive maintenance attending repairs, failures, accidents
Size / Weight of vehicle	4 point 5 ton capacity
Usage Variant	48000 kms for 2 years
Area of Operation	Plains
एडऑन /Addon(s)	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA

विवरण/ Specification	मूल्य/ Values
Transit Insurance	NA
Handling	NA

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 for regular basis	अतिरिक्त आवश्यकता /Additional Requirement
1	Sanapala Abhiram	500025,O/o Divisional Railway Manager, SC Division Sanchalan Bhawan, Secunderabd	6	- Total No. of Trucks required – On call basis (If not required please input 0) : 0 - Estimated Number of Trips during contract Period : 2000 - Duration in months (for the trucks required on call basis) : 0 - Duration in months (For Regular basis) : 24

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

1. Generic

OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

3. 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.

4. **Service & Support**

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

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

CONDITIONS OF THE GEM BID

***The General Conditions of Contract for Services, 2018 along with the Advanced Correction Slips or amendments if any will apply for the present Bid.**

1. Financial Eligibility Criteria: Financial Standing: The Bidders will be qualified only if they have minimum financial capabilities as below:

A) T1-Financial Turnover: The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.

B) T2-Liquidity: The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids.

In Case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.

2. Past Experience of Similar Services (Technical Eligibility criteria): The

bidder should have satisfactorily completed* in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single service contract** for a minimum of 35% of advertised tender value.

*Completed service contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised bid value.

**Similar service contract means any contract that is so specified in similar nature of work.

Similar nature of work means: The contractor shall have experience in -

“Any Work involving Hiring of Road Vehicles / Transportation of materials by vehicles.”

Work experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs.500 crores and above subject to the same being issued from Head Office by a person of the company duly enclosing his authorization by the Management for issuing such credentials.

Tenderer has to produce supporting documents/certificates as per the format mentioned in **Annexure-B, failing to submit the same along with the bid, the offer will be summarily rejected.**

Note: The bidder shall submit details of work executed by them in the prescribed format along with the bid for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for such contracts.

3. The score of technical bid should be more than or equal to 60% Marks. Tenderers who scored less than 60% marks (i.e 45 Marks out of 75 Marks) shall be summarily rejected, even though they satisfied minimum technical and financial eligibility criteria. The score shall be assigned based on the following.

S. No.	Weightage	Technical criteria	Documentation	Scoring
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1	20%	Previous work done – The bidder shall submit documents related to completed/on-going similar service contracts during the last three previous financial years and the current financial year along with the details of payments received and percentage penalties imposed therein, to classify the completed/on-going similar service contracts in the following categories: 1. Payment received more than or equal to 80% or 50% or 49% of the current advertised bid value and percentage penalties imposed therein.	Certificate from client firm authorizing payment received along with percentage penalties imposed, contract wise for completed /on-going similar service contracts with satisfactory performance. Note: In experience certificate payment received and penalty imposed should be available.	For each completed/on-going similar service contracts with satisfactory performance shall be as under: a. 100 marks if the bidder has completed or received payment as under: 1 project > 80%, 2 projects > 50% or, 3 or more projects > 40% of the advertised value of the bid. b. 50 marks if the bidder has completed or received payment as under: 1 project > 50%, 2 projects > 40% of the advertised value of the bid. c. 20 marks if the bidder has completed or received payment as under: 1 project > 40% value completed. d. No marks if all the projects < 40% value completed. Deduction for percentage penalty imposed in the respective completed/on-going similar service contracts. The score of each completed/on-going similar service contracts with satisfactory performance shall be reduced by a percentage equal to the percentage penalty imposed in respective contracts. No reduction for percentage penalty less than 5%. Contract where percentage penalty is more than 20% of contract value shall not be considered for calculation of scores for this purpose.
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2	35%	Turnover (in last three and current financial year) (Less than 1.5 times the value of work is not eligible)	As per audited balance sheet certified by the CA.	a. 100 marks – more than 15 times advertised value of work. b. 80 marks – 8-15 times advertised value of work. c. 60 marks – 3-8 times advertised value of work. d. 40 marks – 1.5-3 times advertised value of work.
3	20%	Number of years in operations (Firms having less than 1 year of experience are not eligible)	Company establishment certificate and company's work order copy/agreement copy/completion certificate etc. as proof of operation. Years shall be counted from the date of agreement of the work.	a. 100 marks – more than 8 years. b. 80 marks – 5-8 years. c. 60 marks – 2-5 years. d. 40 marks – 1-2 years.

4. The bidders shall be required to submit an undertaking (**Annexure A**) certifying the truthfulness of all the documents submitted uploaded along with the tender. This shall be mandatory for all the bidders. **In case of failure of the bidder to submit the undertaking, their offer shall be summarily rejected.**

4.1 The bidders shall be required to submit declarations as per the proforma (**Declaration 1 & 2**) along with the bid. This shall be mandatory for all the bidders. **In case of failure of the bidder to submit the undertaking, their offer shall be summarily rejected.**

5. Vehicle should be registered in the name of Tenderer and should not sublet any part of the contract. However, the Tenderer can have **Lease Agreement with the owner of the vehicle/cab aggregator** on non-judicial stamp paper for the tenure of the contract, which should be submitted along with the bid. The Tenderer is required to submit the Vehicle registration details along with supporting documents of the vehicle fulfilling the category, specifications etc. **failing to submit the same along with the bid, the offer will be summarily rejected.** The vehicle supplied should be registered as a **Commercial vehicle**. Bids of other than commercial vehicles shall **be summarily rejected**. The vehicle proposed to be offered on hire should be in good condition and not more than **4 years old**, on the date of opening of tender.

5.1 Along with tender, bidders should enclose the list of ongoing vehicle hire contracts with Railways, Other Central Government Departments, State Government

and PSUs in the same city/location/agglomeration with details of Contract Period, rate per month, Vehicle Class, Model and brand, Fuel (Diesel/Petrol/ LPG/CNG/Electric/Hybrid), procurement cost (ex- showroom price) etc. **Submission of this statement, even if Nil, shall be mandatory enclosure to the tender failing which the offer will be summarily rejected. (Annexure C)**

5.2 The bidder should submit an undertaking along with the bid that he/she is not under liquidation court receivership or similar proceedings and not bankrupt.

6 Documents to be Submitted Along with Tender/Bid regarding constitution of their concern:

(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

(ii) **Following documents shall be submitted by the tenderer:**

(a) Sole Proprietorship Firm: All documents in terms of Para (i) above.

(b) HUF: A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. All other documents in terms of Para (i) above.

(c) Partnership Firm: (a) A notarized copy of partnership deed or a copy of the Partnership deed registered with the Registrar. (b) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. All other documents in terms of Para (i) above.

(d) Joint Venture (JV): The tenderer shall submit documents as mentioned in Para 2.3 & 2.4 of the **General Conditions of Contract for Services, 2018**.

(e) Company registered under Companies Act 2013:

(a) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company

(b) A copy of Certificate of Incorporation

(c) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company. All other documents in terms of Para (i) above.

(f) LLP (Limited Liability Partnership):

- (a) A copy of LLP Agreement
- (b) A copy of Certificate of Incorporation
- (c) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (d) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners / members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. All other documents in terms of Para (i) above.

(g) Registered Society & Registered Trust:

- (a) A copy of the Certificate of Registration.
 - (b) A copy Memorandum of Association of Society/Trust Deed.
 - (c) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - (d) A copy of Rules & Regulations of the Society. All other documents in terms of Para (i) above.
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
 - (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF / LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
 - (v) A tender from JV shall be considered only where permissible as per the tender conditions.
 - (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender / Contractor up to the stage of signing the agreement except in case where such sp

specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

7. Performance Guarantee (P.G.) as per GCC for Services :

7.1 Performance guarantee at a rate of 05% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 05% of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 90th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

7.2 The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 05% of the contract value

- (a) A deposit of cash;
- (b) Irrevocable Bank Guarantee;
- (c) Government Securities including State Loan Bonds at 3% below the market value;
- (d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any

of the Nationalized Banks;

(e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;

(f) A Deposit in the Post Office Saving Bank;

(g) A Deposit in the National Savings Certificates;

(h) Twelve years National Defence Certificates;

(i) Ten years Defence Deposits;

(j) National Defence Bonds and

(k) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favour of Sr.DFM/SC (free from any encumbrance) may be accepted.

ANNEXURE-A

Undertaking for Truthfulness/ Correctness of the DOCUMENTS submitted/uploaded by the tenderer along with the tender:

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for or the work of _____ as per the tender No. _____ of _____ (Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.

2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

3. I/we hereby declare that I/we have **downloaded the tender documents from GEM**. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the Railway Administration shall be final and binding upon me/us.

4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

5. I/We also understand that **my/our offer will be evaluated based on the documents/credentials submitted** along with the offer and same shall be binding upon me/us.

6. I/We declare that the information and documents submitted along with the tender by me/us are correct and **I/we are fully responsible for the correctness of the information and documents** submitted by us.

7. I/we understand that if the certificate regarding eligibility criteria submitted by us are found to be forged/ false or incorrect at any time **during process for evaluation** of tenders, it shall lead to forfeiture of the tender EMD beside banning of business for a period of upto five years. Further, I/we (*insert name of the tenderer*) **_____ and all my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time **after the award** of the contract, it will lead to termination of the contract along with forfeiture of EMD / SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five years.

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer

ANNEXURE-B

Experience Certificate

1	Description of work		
2	Name of the organisation for whom executed, and contract		
3	Contract agreement No. and date of award		
4	Approx. value of contract (₹.)	Agreement value (₹)	
5		Final value (₹.)	
6	Date of commencement	Scheduled	
7		Actual	
8	Date of completion	Scheduled	
9		Actual	

10	Period of completion	Scheduled	
11	(in years, months and days)	Actual	
12	Main features of the work		
13	Remarks if any.		

Note:

- i. Supporting documents /certified (duly attested) from the organisation with whom worked /are working should be enclosed.
- ii. Certificate from private individuals for whom such works are executed/being executed shall not be accepted.

Tenders may re type this annexure, if space given is considered inadequate

Office Seal

Signature:

Name of Officer:
Designation: Address:
Office Seal:

Annexure-C

List of ongoing vehicle hire contracts with Railways, Other Central & State Government Departments PSUs in the same city / location / agglomeration, even if Nil, shall be mandatory enclosure to the tender failing which the offer will be summarily rejected.

Name of the Bidder:

SL. No.	1	2	3	4	5
Govt. Org. Name					
Contract / Agreement Number and date					
Contract period					

Rate per Month (Inclusive of GST)					
Vehicle class (Eg: SUV/Sedan/ Hatchback/M U V)					
Per month Usage Km and Local/Outstation					
Model and Brand					
Contract value					
User Designation					
Fuel Type (Diesel/Petrol/ LPG/ CNG/Electric/Hybrid)					
Procurement cost (ex. showroom price)					

Sign & Stamp of the Bidder

DECLARATION-1

Name of the work:

Bid No:

I/We (**Name of the bidder**) hereby solemnly declare that /We visited the sites of work personally and have made myself/ourselves fully conversant of the conditions therein and I/We have quoted my/our rates for various items in tender schedule taking into account all the above factors also.

I/We hereby solemnly declare that my/our firm (**Name of the bidder**) shall complete the awarded work within stipulated time.

I/We hereby solemnly also declare that my/our firm M/s. (**Name of the bidder**) must follow the compliance of related statutory laws like minimum wages act etc. Failing which, severe action may be initiated as per extant rules mentioned in the document/GCC.

I/We hereby solemnly also declare that my/our firm M/s. (**Name of the bidder**) have not imposed any penalty for violation of any labour laws failing which, severe action may be initiated as per extant rules mentioned in the document/GCC.

I/We hereby solemnly also declare that my/our firm M/s. (**Name of the bidder**) have not suffered bankruptcy/insolvency during last 5 years.

I/We M/s (**Name of the bidder**) declares that /We am/are not blacklisted or debarred by Railways or any other ministry/departments/PSU of Govt. of India from participation in tender on the date of inviting of bids, either in individual capacity or as a member of the partnership firm or JV in which he was/is of partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under clause-7.4 of the General Condition of Contract.

I/We M/s (**Name of the bidder**) do declare that me or any of my constituents should be debarred from the subject tender at any stage of the work, if

(i) Any previous contract, being executed me or any of my constituents had been terminated under clause no. 7.4 of the General Conditions of Contract for Services in that Railway division, within the previous 2 years from date of submission of bids of this tender.

(ii) In that Railway division, me or any of my constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, within the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority).

I/We hereby declare that if declaration to this effect furnished as a part of this bid is found to be false, I/We understand that process for 'banning of businesses against me/us shall be initiated as per extant rules.

Date:

Place:

SEAL AND SIGNATURE OF THE TENDERER(S)

DECLARATION-2

ENGAGEMENT OF RETIRED/EXISTING RAILWAY EMPLOYEE

I hereby certify that no retired Employee/Engineer/Officer of the Railways has been engaged by me/our firm . I also certify that none of my relative is engaged in Railways.

If YES, Provide the details of Railway employee.

Sl. No.	Name of Employee	Department	Capacity in Railways	Relationship

Date:

Place:

SEAL AND SIGNATURE OF THE TENDERER(S)

CONDITIONS OF VEHICLE CONTRACT

1. Vehicle should be registered in the name of Tenderer and should not sublet any part of the contract. However, the Tenderer can have **Lease Agreement with the owner of the vehicle/cab aggregator** on non-judicial stamp paper for the tenure of the contract, which should be submitted along with the bid. The Tenderer is required to submit the Vehicle registration details along with supporting documents of the vehicle fulfilling the category, specifications etc. It is mandatory for the tenderers to submit documents in fulfilment of conditions as per Para 1 & 2 bid along with the tender, **failing to submit the same along with the bid, the offer will be summarily rejected.**
2. Payment of Earnest Money Deposit (EMD) and Performance Guarantee (PG) will be governed by GCC for Services, 2018 and instructions issued by Railway Board from time to time.
3. It should be stipulated that the vehicle supplied should be registered as a **Commercial vehicle**. Bids of other than commercial vehicles should **be summarily rejected**. It should have "Valid Fitness certificate/commercial license" (Permit for Commercial Vehicle shall cover all States in S.C. Railway jurisdiction or as considered necessary by the Department/ Division/ Unit calling the tender from appropriate Regional Road Transport Authority of the concerned State Govt./Union Territory), valid insurance and should meet requirements of pollution standard etc. as per pr

provisions of Motor Vehicle Act and fulfil any other statutory obligations as applicable including all safety approved accessories/ equipment fitted to the vehicle. Driver should have passed a minimum of 10th standard and should possess a valid driving license, Aadhar Card on his name and employee identification card issued by the Contractor at all times.

4. The vehicle proposed to be offered on hire should be in good condition and not more than **4 years old**, on the date of opening of tender.
5. The vehicle should be mechanically sound and shall be well maintained with neat and clean interiors/exterior. The driver should display good behaviour and be neatly dressed. Smoking and use of cell phone during driving by Driver is prohibited. It is desirable that driver should wear proper neat and clean formal uniform with shoes.
6. The contractor/agency participating in the tender should normally be GST compliant regarding registration, filing of returns etc., and shall be fully responsible for the compliance as per GST Act at all times. If the Contractor falls either "below the turnover threshold for GST" or is a "Composition Taxable Person" under the CGST Act, a self-declaration should be enclosed with his offer duly supported by a certificate of turnover from a Chartered Accountant or enclose Form 'REG-06' showing as "Composition" under Type of Registration and no GST is applicable for contracts with such persons/firms. GST for vehicle rental/hire services falls under SAC code 9966, as per which, the present applicable rate is 5% (2.5% CGST+2.5% SGST) for Vehicle designed to carry only passengers where cost of fuel is included in the rate. However, if the vehicle is used for transport of men and materials, such as in case of HCV/LCV, the applicable GST would be 18% (or as applicable %) (9% CGST+ 9% SGST) at present with eligibility for Railways to claim Input Tax Credit (ITC). Where the GST rate is 18% (or as applicable %), the Contractor should, along with the bills, be advised that it is mandatory to enclose invoices uploaded into GSTR- 1, failing which ITC cannot be claimed by Railways. All Tenderers should enclose with the tender, either the GST registration certificate (REG-06) or a self-declaration of latest turnover attested by Chartered Accountant, failing which the tender shall be considered in-valid. Any further changes in GST regulations, in future, shall be adopted accordingly.
7. The bidder should submit an undertaking along with the bid that he/she is not under liquidation in court receivership or similar proceedings and not bankrupt.
8. Performance Guarantee is as per clause 4.11 of General Conditions of Contract of Services 2018.
9. Contractor shall be responsible for ensuring compliance with the provisions related to Labour Laws (Central/ State) as applicable from time to time. The employees of the Contractor shall not be deemed to be employees of the user department/Railway. Hence the compliance of the applicable Acts/Laws will be the sole responsibility of the Contractor.
10. All Hired vehicles should be equipped with prescribed emergency medical kit and a fire extinguisher as per statutory provisions.
11. The vehicle should be available on all days including holidays.
12. In the event of any breakdown, servicing and repairs of vehicles, the Contractor or at his own cost shall make alternate arrangements by providing similar or higher class of commercial vehicle(s) for which contract is entered into. The

substitute vehicle offered shall not be older than the vehicle under breakdown at any point of time during the currency of contract. Maintenance works on vehicle should be done during off-duty hours by Contractor.

13. Contractor shall be fully responsible for any repair, accident, loss, damage to the vehicle and driver. If any fine or penalty is imposed by various authorities such as RTA, Traffic Police etc. for any violation such as speed, traffic rules violation etc., the same will have to be borne by the Contractor only. Contractor shall provide detailed contingency plan (in the event of mechanical breakdown etc.) for each vehicle supplied for each area of operation.
14. The contractor shall be responsible for providing the vehicles at any point of time in day or night, even at short notice during any urgency/emergency. Hiring for 12 hours in a day can also mean continuous hiring for 12 hours during day or 12 hours during night. Drivers should have live mobile phone connection so that they are contactable whenever required. No advance payment shall be made and all payments released on completion of stipulated service periodically/monthly as stipulated.
15. Along with tender, bidders should enclose the list of ongoing vehicles hire contracts with Railways, Other Central Government Departments, State Government and PSUs in the same city/location/agglomeration with details of Contract Period, rate per month, Vehicle Class, Model and brand, Fuel (Diesel/Petrol/ LPG/CNG/Electric/Hybrid), procurement cost (ex-showroom price) etc. Submission of this statement, even if Nil, shall be mandatory enclosure to the tender failing which the offer will be summarily rejected. This is included so that tender committee may keep this additional data in view while deciding the reasonableness of the offer received or to break the tie.
16. Imposition of penalties is as per Para 8 of GeM SLA.
17. Payment of bill will be processed by concerned Executive on submission of proper invoice along with log sheet and passed by Associate Accounts Officer.
18. In any month, run can be more or less than the scale of Number of KM/month but shall not exceed cumulative KM mentioned in the Bid. Payment will be made on monthly basis as per accepted monthly rate irrespective of actual KM run in that month. No further variation in KM is either allowed or to be paid.
19. Normally, hiring shall be on the basis of 12 hours per day. In case, on any day, vehicle was utilized for more than 12 hours on exceptional/ emergency requirement, relaxation to that extent may be provided in subsequent days to the Contractor/firm.
20. PVC is not applicable to the tender.
21. A Log Book for each vehicle shall be maintained by the Contractor for the hired vehicles. The KM utilized shall be entered in it on a daily basis to ensure proper accounting and payment at the end of every month / specified period. It is the responsibility of the official using the vehicle to keep the log book up to date and the vehicle is used for the official duties/works. Statement of entries as per Log Book should be enclosed with the bills submitted for payment by the service provider/contractor duly countersigned by the official to who/under whose custody the vehicle is placed except that in case of vehicles hired for DRMs/PHODs/AGM/GM, this statement shall be countersigned by nominated officer in the secretariat. In case of pooled vehicles, Secretary to PHOD or ADRM or nominated in charge Gazetted Officer will sign the Log Book/statement sent with bills thereof, as the case may be.
22. The vehicle contract can be short closed with three months' notice, if the post of the officer is surrendered or the officer opts for drawal of transport allowance or any other administrative reason (except unsatisfactory service, which will be as per Para 17 above). In this regard, the following are the conditions:

- 22.1. The Railway has liberty to short close the contract with any or all of the service providers normally with three months' notice without assigning any reason. However, in case service provider wants to short close his services, he will have to serve 4 months advance written notice.
- 22.2. The contract for the vehicles hired can also be terminated with a short notice of 15 days on account of unsatisfactory services at the discretion of the Officer in charge of hiring of vehicles. The unsatisfactory service shall mean and include the non-compliance of any of the obligations by the service provider, as given in this agreement and/or under the penalty clauses of the agreement or repeated breach.
- 22.3. In case of any dispute of any kind, the Contractor/ Agency shall abide by the decision of the controlling authority or Nodal Officer or Buyer in charge of hiring of the vehicle as the case may be.

SPECIAL CONDITIONS FOR HIRING OF 4.5 MT & 1.0 MT LOADING CAPACITY ROAD VEHICLES

1. The successful tenderer should provide the vehicle within a **Fifteen days'** time from the date of issue of acceptance letter. Penalty will be imposed from 16th day onwards in terms of special condition No. 02, if vehicle is not made available.
2. If the vehicle is not made available, a penalty of **Rs. 2,000/-** will be levied per day per vehicle.
3. The same vehicle should be made available throughout the contract period, unless prior approval is taken from concerned Sr.DEN/DEN.
4. The contractor should submit the copies of the following documents to the Railway authorities, (a) Driving license of the vehicle driver(s) (b) Vehicle registration certificate (c) Vehicle insurance & (d) Pollution under control certificate at the time of arranging the vehicle for execution of contract work i.e. **within 15 days from the date of issue of acceptance letter.**
5. The vehicles should be made available normally on all days including holidays in a month. Maximum 2 days off will be given in a month for rest/maintenance/repair. However, if vehicle is taken for further maintenance/repairs for long duration i.e. more than 4 hours the Contractor will have to provide alternate vehicle for Railway use.
6. Vehicle along with the driver should be available at the disposal of the Railways in Railway premises for all 24 hours of the day and no extra payment will be made by the Railways for working during nights whenever required.
7. The maintenance of the vehicle, fuel, driver's salary batta, overtime etc., will be on Contractor's account. No separate payment for night stay will be given for both out station and local (in station) usage of the vehicle. All taxes, insurance certificates, pollution under control certificates statutory provisions etc. as per local / state laws a

re to be followed including timely renewals and complied by contractor. No separate payment will be made for this. Contractor has to pay the parking charges, toll taxes etc. on his own. The accepted rate is inclusive of all the above.

8. Night parking in the Railway premises will be allowed. However, if the vehicle is taken away outside after the daily usage, the same (mileage) will not counted for monthly kilometre ceiling. A logbook to be maintained by the driver where in the daily morning & evening reading should be noted and got initialled by the Railway officials. The time of reporting of the driver in the morning shall be as per the instructions of Engineer-in-charge.
9. In case of accidents/mishap etc., full responsibility and all consequences thereof will lie with the contractor only. No compensation will be paid by the Railways.
10. a) The overall ceiling of **2000 KMs** per month for **4.5 MT** vehicle month is adjustable during the unit period of the contract. However, the payment shall be made at the time of final bill, duly adjusting the KMs.
b) The overall ceiling of **2500 KMs** per month for up to **1MT** vehicle month is adjustable during the total period of the contract. However, the payment shall be made at the time of final bill, duly adjusting the KMs.
11. The rate quoted shall be taken for the entire month irrespective of number of days in that month.
12. The drivers of the pickup trucks shall be provided with cell phone /mobile phone for ensuring effective communication and in case if the cell phone is not provided a penalty of **Rs 1000/- per month** will be deducted from the contractors running bill. To this effect SSE/P.Way/Works/Bridges shall certify in the Measurement book
13. Vehicle to be made available for movement to any place on S.C.Railway i.e. over the states of Telangana, Andhra Pradesh, Karnataka and Maharashtra including over night stay at other places. No separate payment will be made for such movement.
14. No escalation/de-escalation, increase/decrease in the price of fuel (diesel/petrol) will be admissible. PVC clause is not applicable.
15. The vehicle shall be cleaned every day, and the vehicle shall be provided with a name plate indicating "**ON DUTY GOVT OF INDIA**" on the front & rear side.
16. The vehicle driver(s) shall have valid driving license. The driver shall report to concerned Railway official at nominated time as per instructions given by them.
17. The driver(s) shall be provided with all tools, accessories and spares and should be capable to attend them in or repair and breakdowns in case of emergencies. Spare wheel in good conditions shall always be available in the vehicle. He should also be provided with **Rs.1000/- (minimum)** as cash imprest to meet the cash expenditure on such occasions.

18. GPS tracker will be provided by Railways, the same to be installed and properly maintained without any damage. Any loss/damage to the GPS tracker, original cost will be recovered from the running bill. The same will be provided by the agency with his own cost.

6. Forms of EMD and PBG

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

Senior Divisional Finance Manager
payable at
Secunderabad

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.

7. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Senior Divisional Finance Manager/Secunderabad

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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

8. Forms of EMD and PBG

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

Senior Divisional Finance Manager
payable at
Secunderabad

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.

9. Forms of EMD and PBG

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

FA & CAO/South Central Railway
Account No.
35404033198
IFSC Code
SBIN0000916
Bank Name
State Bank of India
Branch address
Patny Branch, Secunderabad

Bidder to indicate bid number and name of bidding 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 along with bid.

10. 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

Senior Divisional Finance Manager
payable at
Secunderabad

. 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.

11. **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

Senior Divisional Finance Manager/Secunderabad

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.

12. **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

FA & CAO/South Central Railway

Account No.

35404033198

IFSC Code

SBIN0000916

Bank Name

State Bank of India

Branch address

Patny Branch, Secunderabad

. 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.

अस्वीकरण/**Disclaimer**

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and

published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में

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

---धन्यवाद/Thank You---