बिड संख्या/Bid Number: GEM/2026/B/8173069
दिनांक /Dated: 16-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-11-2026 20:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-11-2026 20:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	Western Railway
कार्यालय का नाम/Office Name	Western Railway
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :smm4@wr.railnet.gov.in Buyer Email id: dyceeconbrc@gmail.com
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 km x 320 hours; Outstation 24*7
अनुबंध अवधि /Contract Period	2 Year(s) 3 Day(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	7 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover *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 दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single 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)	1364304
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	27290

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).	29

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance 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 :

DyCEE(C) BRC
Western Railway, Indian Railways, Western Railway, Ministry of Railways
(Pravesh Kumar Meena)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

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.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1

Minimum years (up to 5 years) of experience in related field:1

Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:1

Geographic Presence in States: Gujarat

Scope of Work:1792158387.pdf

Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 Km X 320 Hours; Outstation 24*7 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Mahindra Marazzo , KIA Carens , Mahindra Scorpio-N
Usage Variant	2500 km x 320 hours

विवरण/ Specification	मूल्य/ Values
Type of Service	Outstation 24*7
Year of Vehicle Model	2026 , 2025
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Hilly Areas
Fuel Type	Any
एडऑन /Addon(s)	
Outstation Night Charges Applicable	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Pravesh Kumar Meena	390004,DY CEE C BRC OFFICE NEAR PRATAPNAGAR RAILWAY COLONY VADODARA 390004	1	• Estimated number of outstation nights per month per vehicle : 5 • Duration in Months for which service is required : 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. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3. **Payment**

   PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of

contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

4. **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

   FA & CAO
   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.

5. **Forms of EMD and PBG**

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

   FA & CAO
   payable at
   CHAURCHGATE
   .
   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.

6. **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

   FA & CAO
   . 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

7. **Past Project Experience**

   Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

8. **Buyer Added Bid Specific SLA**

   Text Clause(s)

   1. Pre-availability of the 1 nos of SUV vehicle with the firm as per the specifications. RC book of vehicle shal l be submitted with offer. offer will be rejected in case of non submission of vehicle ownership documents.

   2. Driver should be on pay roll of the firm for at least six months prior to tender op ening date.

   3. The Salary to be paid to the Driver shall be according to the latest minimum wa ge including DA (as app licable) prescribed by the Chief Labour Commissioner of Central Government or State Government for Skill ed labour whichever is higher.

4. Driver of each hired vehicle is to be paid uniform charges @ of Rs.500/- per mo nth. In case incidence of not wearing of the uniform for more than 3 times in a month is reported, then for that month uniform charg es shall not be paid.

5. The road vehicles shall not be more than 2 years old from the date of its registration to the date of opening of tender.

6. The Tenderer should submit copies of relevant documents of vehicles such as year of manufact ure, year of purchase & date of registration, manufacture's name, model name, serial number, Pro of of ownership of vehicles, Registration particulars, Road tax payment particulars, insurance and any other legal documents enforced by state or Central Govt. from time to time which are mandat ory for utilizing the vehicles on Road along with valid license of driver etc.

7. The vehicle must be provided with fire extinguisher, relevant spares and tackles which may be r equired during running of the vehicle to handle minor problems.

8. The condition of the vehicle will be inspected by Dy.CEE or his authorized representative before engagement in Railway. Railway Administration shall be sole authority to reject the vehicle.

Penalty Clause: -

1.1. If Driver will not carry with the vehicle necessary documents including his own valid driving lic ense a penalty of Rs.500/- will be imposed on being detected by any Railway Official.

1.2. If caught by any other statutory Authority for deficiency in any document, all the penalties im posed by them will be borne by the Contractor only.

1.3. The vehicle, if not available for any movement at any time, a penalty of Rs.500/- will be impos ed per case.

1.4. If the vehicle is unable to move out for any deficiency with vehicle/driver then a penalty of Rs. 500/- will be levied per case.

1.5. Vehicle made available more than 60 minutes late from the time advised by Railway for any r eason will be charged @Rs.100/- per case. If the late is more than 120 minutes it will be treated a s vehicle is not available and penalty will be charged as per Clause No.1.3.

1.6. En-route breakdown for any reason due to poor maintenance of vehicle/insufficient fuel, cons umables etc. will be penalized at rate of Rs.250/- per case.

1.7. If the vehicle driver is found dirty, either in seating portion or in loading portion will be penaliz ed Rs.100/- per case.

1.8. If the vehicle driver is found to be under influence of Alcohol or narcotics while on duty, penalt y will be charged @ Rs.1000/- per case.

1.9. Misbehavior by the vehicle driver/Contractor with any Railway Official will be charged by the R ailway as decided by Dy.CEE. Verbal complain of any Railway Officers/written complaint of any Ra ilway Supervisor/Staff will be sufficient for subject penalty and police action. Dy.CEE shall be Comp etent Authority to decide whether the driver will be allowed to work or not.

1.10. If the vehicle is used for purposes other than Railway work, then a penalty of Rs.500/- will be imposed per case.

1.11. Failure to supply equivalent vehicle as substitute when the tendered vehicle is kept under re pair will be penalized @ Rs.500/- per day.

WORKS SCHEDULE : -

2.1 The vehicle should always be available round the clock in all 7 (seven) days of a week with the Consignee at Railway premises i.e. Dy.CEE or at any other place as nominated by Railways.

2.2. The vehicle should reach at any other places as required by Railways at the shortest possible t

ime whenever advised to do so.

2.3. The Contractor should engage vehicle drivers in such a number that none of the drivers are o verworked. In no case any driver should be allowed to work beyond stipulated hours as per extant rule.

2.4. The vehicle should be always full of consumables and fuel at any given moment for movemen t of vehicle to farthest corner of this Division and return.

2.5. The vehicle should be fit in all respects to cover tedious journey on any type of road.

2.6. The vehicle must be provided with one spare wheel in fit condition with necessary tools for e mergency repairs.

2.7. The vehicle will be required to move round the clock and to any directions; as such the driver should be fully aware of road.

2.8. The vehicle hired by Railway must not be used for purposes other than said Railway work.

2.9. The vehicles will run approximately 2500 Km per month.

2.10. The material to be loaded in the vehicle shall be at the discretion of the Railway Authorities a nd the contractor/Driver shall have no rights to refuse any material allowed by Railway Authorities to be loaded in Vehicles.

2.11. In case of any unfortunate accident of coaching train involving casualties, the vehicle may b e utilized for carrying injured persons and/or dead bodies. The Contractor/Driver shall not object to such utilization of vehicle.

2.12. At the time of major repair, break down en-route or any other repairs when the vehicle is not available, alternate similar vehicle with fulfilling all required condition may be arranged by the Ten derer. In this case, the Tenderer should submit copies of relevant documents of vehicles such as y ear of manufacture, year of purchase & date of registration, manufacture’s name, model name, se rial number, Proof of ownership of vehicles, Registration particulars, Road tax payment particulars , insurance and any other legal documents enforced by state or Central Govt. from time to time w hich are mandatory for utilizing the vehicles on Road.

2.13. The Contractor will have to supply the road vehicle to the Railway on Service start date.

9. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

The work shall be carried out as per the direction of Dy.CEE or his authorized representative.

GST will be deducted from bill as leviable/applicable by Union of India/State Government GST act, 2017 time to time.

The tender document as signed by the contractor shall be taken to mean as part and parcel of the agreement. The work order will be issued pending execution of the agreement.

Vehicle as per Hiring & operating of one Light Motor Vehicle SUV Non-AC vehicle for use in the offi ce of the Dy.CEE. As and when required, this may be diverted to any place of Vadodara division un der control of Dy.CEE is the consignee of this contract.

The vehicle to be provided for the purpose is to be stationed at the concerned depot round the clo ck and the driver for the vehicle to reside within 3KM distance from the base depot.

The driver to report to depot In-charge as per instruction of Dy.CEE on daily and act according to i nstruction of depot In-charge during its normal duty hours.

All the repairs required for the vehicle engaged during the contract period to be carried out by the

contractor and no extra cost will be paid for that.

The charges for the days contractor fails to provide vehicle will be deducted from the bill. Railway has the right to close the contract at any time during the period of ongoing work.

The detail documents in original and one set Xerox copy, of the vehicle to be engaged to be submitted to the consignee for necessary verification and vehicle is to be engaged after getting clearance from the consignee with intimation to office with a set of verified documents.

There should be no pending dues/Cases against the vehicle with any organization and RTO. Declaration in this regard to be submitted to this office along with documents of the vehicle prior to engaging the vehicle for the work.

Extant procedure for hiring of vehicle should be followed as Railway Board's guidelines issued from time to time. The vehicle should be registered under MV act for commercial use and should have valid license and permit (both domestic and inter-state wherever applicable).

Liability against risk/Claims:-

The contractor shall take out and keep in force a policy and polices of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract.

The contractor shall be solely responsible against all claims under workmen's compensation act and labour contract act etc.

The contractor(s) shall be solely responsible for the compliance of statutory regulations applicable to contractor labour as also other central and state Government Statutory regulations associated etc. No liability what so ever shall attach to the Railway on account of any failure on the part of the contract(s) to observe these regulations.

Any damage, deterioration, loss caused to Rly. Property due to negligence, carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, Railways shall be within their rights to effect necessary recoveries from the contractor's bill/ through other means as per the law. The FDR of PG will be refunded after successful completion of contract duly deducting the cost of damages if any as mentioned above.

The required road permit for all the states as desired by the engineer in- charge is to be arranged by the contractor and no extra cost will be paid for this.

The vehicle shall run on pucca, kutcha road including along the track.

Suitable mode of communication between the depot and persons engaged for the work to be provided by the contractor. This means Mobile phones are to be provided to the driver of the vehicle engaged. The numbers are to be informed to concerned depot in-charge, where the service/vehicle is provided.

Care in submission of Tender shall be taken by Tenderer during participation of tender, regarding compliance with the GST Act, 2017 or latest.

The tenderer shall quote the rate by taking into account all the statutory duties/GST/taxes/cess/royalty/EPF & ESI etc. applicable to the work up to the date of opening of tender.

Any new impost or revision in the duties/GST/taxes/cess during the original currency of the contract will be to the Railway's account subject to production of Govt. Notification and documentary evidence. This will also be applicable for the work done during the extended period, if such extension is on Railway's account.

However, if the extension of contract period is on account of failure of contractor, no compensation shall be made toward revision or imposition of any new taxes.

Any benefit on account of downward revision of duty/GST/taxes/cess either in original period or during the extended contract shall be passed on by the contractor to the Railways.

The contractor should get the measurement recorded in M.B. within 7 days of effective date of new impost or revision in the duties/ taxes /cess to segregate the work done before change and after change. In the event of failure to do so, Railway's decision shall be final and conclusive.

The Security Deposit will be released after successful completion of hiring period subject to recoveries as stipulated under penalty clause or Special Conditions of Contract for non-performance.

Calendar of Events:

Sl. No.	Events	Time limit	Penalty for delay
1.	Commencing of work	On Service start date	A penalty of Rs.500/- per day from Service start date day up to 90th day of Service start date will be deducted from the bills if the work not commenced On Service start date.

Income Tax Recovery: Income tax @ 2% of the contract value and surcharge on Income Tax and health and educational cess as applicable from time to time are recoverable from contractor's bills as per extant rule.

The contractor shall have to submit the police verification report of staff/labour deployed in this contract before commencement of work as per format given in Tender document.

10. **Service & Support**

In the event where the distance travelled exceeds the monthly usage variant, amount will be paid for additional Kms as per schedule. Similarly, the unused Kms in a particular month as against the minimum guaranteed usage variant will be carried forward to the next month and additional Km if any in the next month shall be adjusted against this. However, the payment for the selected usage variant in a month will be paid every month." Further, the unused Kms in a particular month shall not be carried forward or adjusted beyond 6 months

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---