बिड संख्या/Bid Number: GEM/2026/B/8185156
दिनांक /Dated: 21-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-11-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-11-2026 16:00:00
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	North Western Railway
कार्यालय का नाम/Office Name	North Western Railway
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :cio@nwr.railnet.gov.in Buyer Email id: srdenestate@jp.railnet.gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 km x 320 hours; Outstation
अनुबंध अवधि /Contract Period	2 Year(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)	6 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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,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
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)	1175416.08
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	23500

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

(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 :

Sr.DFM/Jaipur
Divisional Railway Manager Office ,North Western Railway, Jaipur (Rajasthan)-302006
(Sr.dfm/jaipur)

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

Geographic Presence in States:RAJASTHAN

Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 Km X 320 Hours; Outstation (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Mahindra Bolero Camper , Tata Xenon , Isuzu D-Max V-Cross
Usage Variant	2500 km x 320 hours
Type of Service	Outstation
Year of Vehicle Model	2024 , 2025 , 2026
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Any
एडऑन /Addon(s)	

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	Manoj Kumar Sharma	302006,DRM OFFICE, JAIPUR	1	• 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. **Generic**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

   SSE/Works/SPL
   Jaipur
   Jurisdection of
   DEN/SPL
   Jaipur
   .

3. **Generic**

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

4. **Generic**

   1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
   2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
   3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   1.**As per Service GCC 2018, para 2.6.1 Minimum Eligibility Criteria** for Work experience are required: -

(i) Work Experience: - The bidder should have satisfactorily Completed* in th e 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 3 5% of advertised value of the bid.

*Completed service contract: - Include on-going service contract subject to pay ment of bills amounting to at least 35% of the advertised value of the bid.

(ii) **Financial Standing:-** The Bidders will be qualified only if they have minimu m financial capabilities as below —

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

T2-Liquidity: The bidder should have access to or has available liquid assets, li nes of credit and other financial means to meet cash flow that is valued at 5% o f the estimated bid value net of applicant's commitments for other contracts. T he audited balance sheet and/or banking reference certified by chartered accou ntant 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/Con sortium. In case the Net Current Assets (as seen from the Balance Sheets) are n egative, only the Banking references will be considered. Otherwise the aggregat e of the Net Current Assets and submitted Banking references will be considere d for working out the Liquidity.

(i) To identify the state of number of years in operations company establishmen t certificate and company’s work order copy/agreement copy/completion certifi cate etc as proof of operation. Yeas shall be counted from the date of agreemen t of the work.

(ii) The vehicle proposed to be offered on hire should be in good condition and n ot more than 3 years old, on the date of opening of tender, and also it should be registered in the name of tenderer, or "the tenderer should have an MOU (Mem orandum of Understanding) with the owner of the vehicle for the proposed hirin g with Railway and the Tenderer is required to submit the supporting document s", shall be incorporated in the Tenders for hiring of vehicles.

(iii). It should also be stipulated that the vehicle to be supplied should be registered as a commercial vehicle with transport authority. It should have valid -insurance and should meet requirements of pollution standard etc. as per provi sions of Motor Vehicle Act and fulfill any other statutory obligations as applicabl e. Driver should possess a valid commercial driving license.

(iv). The vehicle should be mechanically sound and shall be maintained decentl y with neat and clean interiors. The driver should possess good behavior and be neatly dressed. It is desirable to insist for a uniform for the drivers.

(v) It should also be stipulated that the agency participating in the tender shoul d be registered under GST Act if applicable as per act and furnish valid GSTIN.

(vi) This vehicle will be running in NWR territories, hence contractor shall be arr anged road permit for vehicle accordingly.

(vii). Contractor shall be fully responsible for any case i.e. repair, accident, loss, damage to the vehicle and driver.

(viii) The contractor shall be responsible for providing vehicles at any point of ti me in day or night, even at short notice during any urgency/emergency Drivers should have live mobile phone connection so that they are contactable whenev er required.

(ix) Penalties for defaults like late reporting, non-reporting; refusal, bad conditio n of vehicle, etc. will be imposed as per SLA General conditions.

(x) During representation only bid documents/quoted terms & conditions clarific ation will be accepted. No any documents will be accepted during representatio n after opening of technical bid.

(xi) Latest General Conditions of Contract for Services of Indian Railway will be a pplicable.

(xii) Any defaulter/suspended firm in previous two years from date of publish of bid from this office also will be considered disqualified during technical evaluati on.

(xiii) Bidder financial standing declaration should be on firm's letter head/ stamp paper with signature and date in under prescribed format and attached with original bid otherwise offer will be disqualified during the technical evaluation (Declaration date must be on and after bid publish date): -

Bidder financial standing Declaration

I.....S/o.....Proprietor of M/s..... ....address.....

....on dated.....

..... hereby declare that my firm not under liquidation; court receivership, bankrupt or other similar Proceedings are not pending against me in any court.

Signature of bidder

(xiv) Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

(xv) Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

(xvi) While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

(xvii) The seller should be upload clear documents with seal, signature and date which are required in this bid.

(xix) If the successful bidder change vehicle during the contract period then all supporting document of vehicle with owner agreement in juridical stamp should be submitted.

(xx) There is not allowing to other vehicle/driver when the regular vehicle/driver provided at the time of contract start date. Other vehicle/driver will be treated as absent then the penalty will imposed as per GeM SLA. In case of emergency, vehicle /driver may be changed by bidder with written permission from the buyer /user.

(xxi) The Railway has liberty to terminate the contract with any or all of the service providers normally with one month notice without assigning any reason. However, in case service provider wants to terminate his services, he will serve 03 months advance written notice.

(xxii) The contract for the vehicle hired can also be short-closed with a shorter notice on account of unsatisfactory services at the discretion of the Nodal officer in-charge of hiring of vehicles. Unsatisfactory service shall mean and include non-compliance of any of the obligations by the service provider, as given in the agreement.

(xxiii) Minimum 01 Nos. of vehicle MUV category must be registered with the name of the contractor itself. Evidence of vehicle must be attached along with original bid otherwise offer will be rejected during technical evaluation.

(xxiv) For the purpose of payment concerned officer has to certify that the hired vehicle was available for the period and services were satisfactory.

(xxv) If any urgency the vehicle and driver will be deployed at the night and the payment will be as per GeM SLA.

(xxvi) A registered office of the Service Provider must be located in the state of Consignee. The registered office documentary evidence to be submitted with offer.

(xxvii) The performance guarantee will be as per general conditions of contract for services.

(xxviii) The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times where Google maps can be accessed, to navigate the shortest and/or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours.

(xxix) A log Book shall be maintained for the vehicle hired. The Kms/hrs utilized shall be entered to ensure proper accountal and payment at the end of every month.

(xxx). The vehicle should be available for any outstation duty during the contrac t period. The toll charges and other taxes for the outstation duty will be borne b y the contractor. On production of toll receipt the amount will be reimbursed by railways.

(xxxi). It is mentioned in the SLA that the time of service shall start from the poi nt of pick up to the point of final drop off and the garage hours and KM shall not be included.

(xxxii). For the purpose of extra payment on account of extra KM running of the vehicle, total KMs run by the vehicle for 3 months duration shall be considered. In case a vehicle is run for shorter KM in one month and more KM in the next m onth, total KM will be clubbed. Such clubbing shall be done for 3 months period starting from the next month of the date of L.O.A. For example if a vehicle is hir ed for stipulated 2500 KM per month, then additional payment for extra KM will be paid when total KM running of the vehicle is more than 2500x3-7500 KM ove r a period of 3 months. Counting of such 3 months period will be starting from th e next month of date L.O.A.

(xxxiii) Additional Document required: Format of Certificate: - The bidders shall be required to submit an undertaking certifying the truthfulness of all the docu ments submitted / uploaded along with the tender (Annexure-I & II). This shall b e mandatory for all the bidders. In case of failure of the bidder to submit the un dertaking, their offer shall be summarily rejected.

Annexure – I

FORMAT OF CERTIFICATE TO BE UPLOADED

(Undertaking for Truthfulness/ Correctness of the DOCUMENTS submitted/uploaded by the tenderer alo ng with the tender.)

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

M/s..... (hereinafter called the tenderer) for the purpose of the Tender docu ments for the work of ..... as per the tender No of (...Railway), do hereby so lemnly 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 website. I/w e have verified the content of the document from the website and there is no addition, no dele tion 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 infor mation and documents, submitted by us.

7. I/we undersigned that if the certificates 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 lea d to forfeiture of the tender EMD besides banning of business upto two year on entire IR. Furth er, I/we (insert name of the tenderer)** and all my/our constituents understand that my/our of fer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or inc orrect at any time after the award of the contract, it will lead to termination of the contract, al ong with forfeiture of EMD/SD and performance guarantee besides any other action provided i n the contract including banning of business upto two year on entire IR.

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.

Note: - <u>Non submission of above Annexure-I by the bidder shall result in summarily rej ection of his/their bid.</u>

<u>Annexure – II</u>

<u>UNDERTAKING</u>

–

I/ we the bidder does hereby undertake that:-

1. My/our firm/company is not banned for business by Any Central government department/ Ministry of Railways as on the date of Bid submission.
2. I/we (bidder) have not suffered bankruptcy/ insolvency during the last 5 years.
3. I/we do not have a conflict of interest. Following shall be considered as conflict of interest i n this bidding process **(Para no. 2.2.1.2 (d) of General conditions of contract for se rvices):-**
   (i). If a bidder or her associates/affiliates (inclusive of parent firms) has been engaged by the Empl oyer (Railways) to provide consulting services for the preparation related to procurement or on im plementation of the project.
   (ii). If a bidder lends, or temporarily seconds its personnel to firms or organizations which are eng aged in consulting services for the preparation related to procurement for an implementation of th e project, if the personnel would be involved in any capacity on the same project
4. The bidder or any of its constituents has not changed its name or created a new business entity as covered by the definition of “Allied Firm” under para 1102 (iii) of Chapter XI of In dian Railways Vigilance Manual, consequent to having been banned business dealings or s uspended business dealings.
5. I/We hereby confirm and declare that :-

(i). I/We are not a retired Manager of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or

(ii). I/We are not a partnership firm having as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or

(iii). I/We are not an incorporated company having any such retired Manager or retired officer as one of its Directors or.

(iv). I/WE have/ Do not have (tick) in my/our employment any retired Manager or retired Gazetted Officer as aforesaid, then the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least **one** year prior to the date of submission of the Bid as to whether permission for taking such contract, or

6. Our firm or any of constituents has not been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.
7. I/We hereby give undertaking also for the following :-
   (i) Our firm or any constituents had not been terminated under clause 7.4 of GCC for services in that Railway division, with in the previous 2 years from date of submission of bids.

   (ii) Our firm or any constituents in that Railway division, has not been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with in 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)
8. I/ We have read all the instructions contained in the Tender document and General Condition of contract of services 2018 and do hereby undertake to abide by the instructions laid in these documents.
9. I/We declare and certify that provisions of para 2.5 (2.5.1 & 2.5.2) of the GCC for service contract regarding employment/ partnership etc. of retired railway employees have been complied with and that I/We solemnly affirm that there is no violation of instructions contained therein.

Stamp &Signature of Tenderer

Note: - The joint venture (JV) firms are not allowed to participate in this service bid.

Note: <u>Non submission of above Annexure- II by the bidder shall result in summarily rejection of</u>

<u>his/their bid.</u>

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6. **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.

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---