बिड संख्या/Bid Number: GEM/2026/B/8186437
दिनांक /Dated: 22-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-11-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-11-2026 12:00:00
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 Coast Railway
कार्यालय का नाम/Office Name	Principal Chief Material Manager Visakhapatnam
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :cmmmne@scor.railnet.gov.in Buyer Email id: srdmm@gtl.railnet.gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - SUV; 2,000 KM per month, Cumulative 24000 per year; Outstation 24*7
अनुबंध अवधि /Contract Period	2 Year(s)
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	Additional Doc 1 (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	3

बिड विवरण/Bid Details	
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	3
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)	1260000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	25200

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 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/SCoR/GTL
Senior Divisional Finance Manager, Guntakal, DRM's office complex, South Coast Railway, Guntakla-515801, Anantapur (Dist)
(Senior Divisional Finance Manager)

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. **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.
2. 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

Monthly Basis Cab & Taxi Hiring Services - SUV; 2,000 KM Per Month, Cumulative 24000 Per Year; 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)	Maruti Suzuki Ertiga , Maruti Suzuki XL6 , Mahindra XUV300
Usage Variant	2,000 KM per month, Cumulative 24000 per year
Type of Service	Outstation 24*7
Year of Vehicle Model	2023 , 2024 , 2025 , 2026
Km Travelled	Upto 50,000 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	Jangam Lakshman	515801,DRM Office, Prabhat Nagar, Railway Station Road, Guntakal, Anantapur District, Andhra Pradesh - 515801	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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Name of work:

Hiring of Road vehicle (Non-AC SUV) for official use of Sr.DSO/GTL for a period of 02 years.

Mandatory Documents to be submitted by Tenderer along with the Bid are furnished below.

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought below.

A. **Vehicle registration details document**. (as mentioned in 1st point). Vehicle should be registered in the name of Tenderer. If vehicle is not in the name of the tenderer, then the Tenderer can have **Lease Agreement with the owner of the vehicle/cab aggregatoron non-judicial stamp paper for the tenure of the contract,** which should be submitted along with the bid.

B. **Document showing that the vehicle supplied is registered as a Commercial vehicle**(as mentioned in 3rd point).

C. **GST Registration details**: 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. (as mentioned in 7th point).

D. 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**."(as mentioned in 8th point).

E. The bidder should submit an **undertaking along with the bid that,"The vehicle supplied is having Valid Fitness certificate,commercial license with Permit to cover all States in S.C. Railway jurisdiction, valid insurance and should meet requirements of pollution standardetc. as per provisions of Motor Vehicle Act and fulfills any other statutory obligations as applicable including all safety approved accessories/ equipment fitted to the vehicle**." (as mentioned in 4th point).

VEHICLE HIRING BID CONDITIONS

1. Vehicle should be registered in the name of Tenderer and should not sublet any part of the contract. How ever, the Tenderer can have **Lease Agreement with the owner of the vehicle/cab aggregator on n on-judicial stamp paper for the tenure of the contract, which should be submitted along with t he bid**. The Tenderer is required to submit the Vehicle **registration details** along with supporting docum ents of the vehicle fulfilling the category, specifications etc. It is mandatory for the tenderers to submit doc uments in fulfillment of conditions as per Point 1&Point 2 ibid along with the tender", failing to submit the s ame 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.

   a) Bidders can submit the EMD with 2% of the estimated cost of services, in the forms of DD/F DR/Banker Cheque in favour of SR.DIVISIONAL FINANCE MANAGER/ GUNTAKAL payable at SR .DIVISIONAL FINANCE MANAGER/GUNTAKAL. Hard copy to the Buyer to be submitted within 5 days of Bid End date / Bid Opening date.

   b) Successful bidder has to deposit Performance guarantee/PBG to the tune of 5% of the cont ractual value, which shall be returned to the contractor after successful completion of contrac t. This PG has to be submitted within 30 days from date of issue of contract to the Sr.DSO/GTL . Successful Bidder can submit the Performance guarantee/PBG in the form of DD/Fixed Depos it Receipt (FDR). FDR/DD should be made out or pledged in the Favor of Sr.DFM/SC RLY/GTL On A/C (Name of the Agency).

   For release of Performance guarantee/PBG, the FDR/DD will be released in favor of bidder by the Sr.DSO/GTL.

   Under MSE category, only Service Providers for Services tendered are eligible for

   Exemption from EMD. Traders are excluded from the purview of this Policy

   The full details regarding EMD &PG are furnished in the Buyer added ATC document.

3. It should be stipulated that the vehicle supplied should be registered as a **Commercial vehicle**. Bids of o ther than commercial vehicles should be **summarily rejected.**

4. **The vehicle supplied** should have "Valid Fitness certificate/commercial license" (Permit for Commercial Vehicle shall cover all States in S.C. Railway jurisdiction), valid insurance and should meet requirements of pollution standard etc. as per provisions of Motor Vehicle Act and fulfill any other statutory obligations as a pplicable including all safety approved accessories/ equipment fitted to the vehicle. Driver should have pa ssed 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. This should be ensured by the **Sr.DSO/ GTL** during the course of contract.

5. 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.

6. The vehicle should be mechanically sound and shall be well maintained with neat and clean interiors/exte riors. The driver should display good behavior and be neatly dressed. Smoking and use of cell phone durin g driving by Driver is prohibited. It is desirable that driver should wear proper neat and clean formal unifor m with shoes.

7. The contractor/agency participating in the tender should normally be GST compliant regarding registratio n, filing of returns etc., and shall be fully responsible for the compliance as per GST Act at all times. If the C ontractor falls either "below the turnover threshold for GST" or is a "Composition Taxable Person" under th e CGST Act, a self-declaration should be enclosed with his offer duly supported by a certificate of turnover f rom a Chartered Accountant or enclose Form „REG-06" showing as "Composition" under Type of Registrati on 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% (9% CGS T+ 9% SGST) at present with eligibility for Railways to claim Input Tax Credit (ITC). Where the GST rate is 1 8%, the Contractor should, along with the bills, be advised that it is mandatory to enclose invoices uploade

d into GSTR-1, failing which ITC cannot be claimed by Railways. All Tenderers should enclose with the tend er, either the GST registration certificate (REG-06) or a self-declaration of latest turnover attested by Chart ered Accountant, failing which the tender shall be considered in-valid. Any further changes in GST regulati ons, in future, shall be adopted accordingly.

8. The bidder should submit an undertaking along with the bid that he/she is not under liquidation Court rec eivership Or similar proceedings and not bankrupt.

9. Contractor shall be responsible for ensuring compliance with the provisions related to Labour Laws (Centr al/State) as applicable from time to time. The employees of the Contractor shall not be deemed to be empl oyees of the user department/Railway. Hence the compliance of the applicable Acts/Laws will be the sole r esponsibility of the Contractor. The contractor shall comply with all the legalprovisions pertaining to indust rial labour and hours of employment regulations in force. The wages to be paid to necessarily be in accord ance with the provisions of the MINIMUM WAGES ACT as amended from time to time. The risk to the life an d limb of the staff shall be covered by the contractor by way of an insurance policy. shall be made by the c ontractor only. Further it is the responsibility of the contractor to ensure that the provisions of the Contract Labor (Regulation and abolition) Act/Rule are not violated.

10. All Hired vehicles should be equipped with prescribed emergency medical kit a nd 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 Contract or at his own cost shall make alternate arrangements by providing similar or hi gher class of commercial vehicle(s) for which contract is entered into. The subs titute vehicle offered shall not be older than the vehicle under breakdown at a ny 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 t he vehicle and driver. If any fine or penalty is imposed by various authorities s uch as RTA, Traffic Police etc for any violation such as speed, traffic rules violat ion etc, the same will have to be borne by the Contractor only. Contractor shal l 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 ti me 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 m ade and all payments released on completion of stipulated service periodically/ monthly as stipulated.

15. Bidders should be advised to 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, r ate per month, Vehicle Class , Model and brand, Fuel (Diesel/Petrol/ LPG/CNG/E lectric/Hybrid), procurement cost (ex-showroom price) etc. Submission of this s tatement, even if Nil, is mandatory enclosure to the tender failing which the off er will be summarily rejected.

16. Imposition of penalties is as per Para 8 of GeM SLA.

17. Payment of bill will be processed by **Sr.DSO/GTL** on submission of proper invoic

e 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. Payment will be made on monthly basis a s per accepted monthly rate irrespective of actual KM run in that month. No fur ther 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 require ment, relaxation to that extent may be provided in subsequent days to the Con tractor/firm.

20. PVC is not applicable to the tender.

21. A Log Book for each vehicle shall be maintained by the Contractor for the hire d vehicles. The KM utilized shall be entered in it on daily basis to ensure prope r accountal and payment at the end of every month/specified period. It is the r esponsibility of the official using the vehicle to keep the log book up to date an d the vehicle is used for the official duties/works. Statement of entries as per L og Book should be enclosed with the bills submitted for payment by the servic e provider/contractor duly counter signed by the official to whom/under whose custody the vehicle is placed except that in case of vehicles hired for DRMs/PH ODs/AGM/GM, this statement shall be countersigned by nominated officer in th e secretariat. In case of pooled vehicles, Secretary to PHOD or ADRM or nomin ated 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 drawl of transport allowance or any other administrative reason (except unsatisfactory service, which will b e as per Point16 above). In this regard, the following conditions shall be includ ed in the tender:

23. The Railway has liberty to short close the contract with any or all of the servic e providers normally with three months notice without assigning any reason. H owever, in case service provider wants to short close his services, he will have to serve 4 months advance written notice.

24. 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 official to whom/under whose custody the vehicle is placed. The unsatisfactory service shall mean and include the non-compliance of any of the obligations by the ser vice provider, as given in this agreement and/or under the penalty clauses of t he agreement or repeated breach.

25. In case of any dispute of any kind, the Contractor/ Agency shall abide by the d ecision of the **Sr.DSO/GTL.**

26. The Vehicle hired shall be for departmental use by **Sr.DSO/GTL]** on Regular basis. The Vehicle will be us ed by **Sr.DSO/GTL** for official Purpose for a period of **24** months.

27. The vehicle should be available every day at nominated time and place as per the directions of **Sr.DSO/G TL** given from time to time.

28. Number of Kilometers hired is 20**00** Kms per month per vehicle with a cumulative **48000** Kms for **24** mon ths per vehicle.

29. **The Bill Passing officer is Sr.DSO/GTL and the Bill Paying Officer is Sr.DFM/GTL.**

30. **The agencies shall borne toll charges, parking fee or entry fees etc. (if any) as applicable fro m time totime throughout the contract period.**

31. All other terms & conditions of the contract, namely the performance of contract, penalty to

    Be imposed, termination process of contract due to unsatisfactory performance, etc, lies

    only on **Sr.DSO/GTL.**

32. **The liability of the purchaser/buyer i.e. Sr.DMM/GTL, ceases after the finalization and issue of the contract. All the issues arising during the course of Contractual period shall be appropriat ely dealt by the Sr.DSO/GTL.**

33. Variation up to 25% of the original contract value is permitted in exceptional cases with the approval of D RM with Associate Finance Concurrence. The variation shall be operated only after completion of original c ontract period.

.

3. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

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---