बिड संख्या/Bid Number: GEM/2026/B/8197256
दिनांक /Dated: 24-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-11-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-11-2026 14:00:00
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 Central Railway
कार्यालय का नाम/Office Name	Ncr
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :dcmmm@ncr.railnet.gov.in Buyer Email id: vivek.mishra04@gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; JE/Sig/ JHA under SSE/Sig/LAR 2000 km x 320 hours; Outstation 24*7
अनुबंध अवधि /Contract Period	3 Year(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
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),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 विवरण/Bid Details	
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
लागू आरसीएम/**RCM Applicable**	Yes
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)**	1459782
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

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).	40

(a).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.

लाभार्थी /Beneficiary :

Sr.DFM/NCR/JHS
DRM CAMPUS Station Road Jhansi 284003
(Sr.dfm/ncr/jhs)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

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

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

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

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

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

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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

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

Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:1

Geographic Presence in States: Uttar Pradesh

Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::0

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package:0

Scope of Work:1792829169.pdf

Monthly Basis Cab & Taxi Hiring Services - MUV; JE/Sig/ JHA Under SSE/Sig/LAR 2000 Km X 320 Hours; Outstation 24*7 (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 Yodha , Isuzu S-Cab
Usage Variant	JE/Sig/ JHA under SSE/Sig/LAR 2000 km x 320 hours
Type of Service	Outstation 24*7
Year of Vehicle Model	2026 , 2025 , 2024 , 2023
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Any
एडऑन /Addon(s)	

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकार 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	0.1%	Yes

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Ajay Kumar	284403,SSE/Sig/Lalitpur North Central Railway Lalitpur	1	• Duration in Months for which service is required : 36

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**

   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.

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

   Sr.DFM/NCR/JHS
   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. **Buyer Added Bid Specific Scope Of Work(SOW)**

   Text Clause(s)

   NAME OF WORK: - Hiring of One nos. MUV Dual Crew Cab with Seating arrangement of 5 persons and Open Dala (Mahindra Bolero Camper, Tata Xenon, Isuzu Dmax, Isuzu S-Cab, Isuzu V-Cross or similar) make not more than 3 years old & in good working condition including driver, Fuel, crew and maintenance etc. for **JE/Sig/JHA Under SSE/Sig/LAR** for supervision, inspection & day to day maintenance work for running of 2000 kms per month. (Nature of work 24 hours per day without any holiday/rest) for 36 months.

   SPECIAL CONDITION OF CONTRACT FOR HIRING OF VEHICLES

   General Condition: -

   a. The contractor or his authorized representative should be available on phone round the clock. In addition, the contractor or his authorized representative should also be available on mobile phones whose numbers have to be intimated to the Railway Administration in advance. The details of the authorized representative if any have to be communicated, before start of the work. In case of any change in the authorized representative or his contact details, it shall be responsibility of the contractor to inform the Railway Adm

inistration in advance.

b. The tenderer shall be liable to honor Central and State Govt. Laws, statutory rules, regulations, notificati ons like legislation, local self Govt. /Municipal requirements etc. and shall be solely responsible for any br each thereof Railway stands indemnified against any penalty/prosecution consequent to the violations (d eliberate or inadvertence) by the contractor or his employees, representation etc. of such statutory provi sions in force.

c. The tenderer shall indemnify the Railway against any or all claims, which may arise under the Motor Ve hicles ACT or Workman's compensation Act or any other act or Stature having bearing over the services a nd for engagement of workmen, directly or indirectly for performance of work under the contract.

d. The tenderer shall indemnify the Railway and its employees against any penalties as PRINCIPAL EMPLOY ER, for any failure of the tenderer to honor various Central/State Government laws/enactments.

e. **The contract shall be governed by the General Conditions of Contract** and security deposit shal l be deducted as per extant rule and income tax also.

f. All disputes and differences of any kind what so ever arising out of or in connection with the contract w hether during the progress of the contract or after its completion shall be referred by the contractor to th e Railway and Railway shall within a reasonable time after receipt of the contractor's representation, mak e and notify decisions on all matters which shall be deemed as accepted matters and decisions there on s hall be final and binding on the contractor.

01. Scope of work of duties: -

a. The driver shall report to the concerned in charged to whom the vehicle is attached. The duty hours and KM shall be counted from the office of concerned in charge on release of the vehicle for the day. In case of situations where this is not applied, the concerned in charge to whom the vehicle is attached shall deci de the count of duty hours and KM for both reporting and release of the vehicle.

b. The driver shall be available on all days of the month continuously.

c. The vehicle driver should report to the concerned in charged at **08.00** hrs. sharp every day however the reporting time may be changed by the concerned in charge as per requirement.

d. The Vehicle hired for 24 hours hence Vehicle & driver available always available any time Driver and Vehi cle may be required by concern.

e. Even beyond the specified hours unitization, the vehicle should be available at short notices in cases of emergency requirement.

f. All tax liability will be of the owner of the vehicle & Railway will not any way, be concerned wi th the same.

g. The interior of the vehicle including luggage boot (dicky) must be tide with neat and clean loose seat cov ers and exterior also must be presentable. The tenderer shall provide a spare wheel and necessary tools i n a good working condition.

h. Railway administration shall not be responsible for any accident, damage etc. to the vehicle during the p eriod of hiring.

i. In case vehicle goes out of order an alternate vehicle must be arrangement and all other documents of th e alternate vehicle to be made available before bringing vehicle for run. This shall be checked by concern ed incharge.

02. Condition of the vehicle:

a. The vehicle should be of the **year 2023** or a later model. The tenderer shall supply the vehicle in perfe ctly good condition and shall also maintain it in perfectly good condition throughout the period of validity of contract. The Railway shall have the right to reject the vehicle if not found in satisfactory condition.

b. The interior of the vehicle must be neat and tidy.

c. The vehicle may have to go to the sites on all types of roads including Kachha road etc. The vehicle sha ll be required to go along the Railway embankment for approaching and desired Km or site. Any excuses about condition/Existence of the road will not be accepted.

d. The tenderer shall ensure that all the meters particularly the kilometer/speedometer and other devices o f vehicle are always in working condition. In case if any defects are pointed by the Railway Administratio n, the same shall be immediately rectified by the contractor at his own cost and in the meantime another vehicle shall be arranged by the contractor so that the Railway's work does not get hampered if the mete r gets out of order the reading given by the officer shall be final and biding on the contractor.

e. The tenderer shall provide a spare wheel and necessary tools in good working condition and all four tyr es including Stephany to be maintained by owner in good conditions

f. The vehicle should be accompanied with all relevant and valid documents. Each vehicle must be insure d with a registered insurance company.

g. The vehicle should be registered as a commercial vehicle and should fulfill norms pertaining to commerc ial vehicle. It will be the responsibility of tenderer to ensure that there is a proper authorization from Stat e Government and any other authority to run the vehicle as a commercial vehicle.

h. The drivers put on the job by the contractor must always possess valid driving license/registration paper s, road tax receipt, state entry permits, necessary documents and any other paper required for operation of a hired vehicle.

i. Only **Petrol/Diesel/CNG** driver vehicles are acceptable. LPG driven vehicles are not acceptable.

j. The vehicle must be in mechanically sound condition and maintained. The vehicle must have **sufficient fuel to drive 2000 KMs at any occasion**.

k. The vehicle should be provided with a distinct ensign to distinguish it as a vehicle hired for use of Gover nment Officers. The tenderer shall provide the ensigns as directed by the Railway Administration.

03. Conditions pertaining to drivers manning the vehicles:

a. The driver must possess a valid driving license authorizing him to drive a commercial vehicle.

b.The driver shall be properly dressed in uniform and presentable.

c. The driver may be issued an identity card by the Railway Administration and it will be his duty to carry iden tity card with him and produce when asked.

d. The driver should be well mannered and behaved.

e. The driver must have some experience of driving a vehicle and should be in a position to attend the mi

nor faults in the vehicle.

f. The tenderer shall withdraw any driver whose services are not found satisfactory by the Railway who will give a written notice for the same. Engagement of any new driver shall be only after the tenderer has submitted the particulars of the new driver and obtained approval of the Railway.

g. Contractor shall maintain a separate logbook in specified format which shall be signed jointly by the Driver and the officer in charge. It will be the sole responsibility of the Driver that logbook is filled up daily and there is no cutting/overwriting, if there is any cutting/overwriting the same shall be attested by the officer in charge using the vehicle.

h. The driver of the vehicle must possess a mobile phone whose number is to be given to the Railway Administration and the officer to whom the vehicle is assigned. The driver shall remain available on this mobile phone. Any change in the mobile number will be communicated in advance by the contractor/driver to the officer using the vehicle.

i. The tenderer shall be responsible for ensuring that while engaging driver there is no breach of any extant labour laws and other regulations in force.

j. The driver must be counseled to conduct himself with grace and dignity in the presence of the using officer and other persons utilizing the vehicle.

k. While on duty the driver shall conduct himself with dignity within and outside the Railway premises and shall follow the rules applicable in Railway Establishment and work counters.

l. The driver shall make himself and his vehicle available for an inspection to be done by a nominated officer or the using officers. It will be incumbent upon the driver to produce documents as and when required.

m. In case non availability of the assigned driver due to illness, leave etc. it shall be incumbent upon the contractor to inform the using officer about the alternate arrangements either himself or through his authorized representative.

n. Provision of payment of wages: -The contractor shall comply with the provisions of the payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractor or or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any money due to the Contractor in terms of the contract. The Railways shall be entitled to deduct from any moneys due to the contractor (Whether under this contract or any other contract) all moneys paid or payable by the Railways by way of compensation of aforesaid or for costs expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

o. Provisions of Contract labour (Regulation and Abolition) Act, 1979 (see para 1,2,3,4 & 5) is applicable.

p. Reporting of Accidents to Labour/driver: The Contractor shall be responsible for the safety of the employees directly or through petty contractors or sub/contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineer's Representative and shall make every arrangement to render all possible assistance.

q. Provision of Workmen's compensation Act : In every case in which by virtue of the provisions of section 12 Sub-section (1) of the Workmen's compensation act 1923, Railway is obliged to pay compensation to a workman directly or through petty contractor or sub-contractor employed by the contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Railway under section 12 Sub section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit of from any such due by Railway shall not be bound to contest any claim made against it under section 112 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

r. Use of Intoxicants: The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

s. Non-employment of drivers below the age of 18 years and medical certificate of fitness for drivers.

t. All taxes whatever i.e. sale tax, other statutory taxes or any kind of liabilities will be on the contractor of the vehicles. Railway Administration is not in any way will be responsible for such type of taxes. **01.**

Payment and penalty

a. Payment will be made quarterly on the basis of monthly logbookas per quoted rate by the tenderer against item 1 to 2 for the vehicle for which proper record keeping with counter signature of concerned incharge has to be maintained by the supplier. The payment to contractor will be made through EFT/ ECS.

b. In case of none compliance of any of the special conditions (1 to 4) of any time of the day no payment will be made of that day and the additional penalty of **Rs.1000/-** per day shall be imposed on the defaulting contractor.

c. If vehicles driver does not turn upon any day up to specified time as advised**2 times** to normal rate per day, calculated based **30 days month** shall be recovered.

d. On absence of vehicles, a penalty will be imposed**2 times** to normal rate per day, calculated based **30 days month** shall be recovered.

e. Payment to the contractor to be made on quarterly basis on submission of bill by contractor based on the logbook duly verified by the officer using the vehicle. Service tax/GST to be deducted at source.

02. Payment to the contractor to be made on quarterly basis on submission of bill by contractor based on the logbook duly verified by the officer using the vehicle. Service tax/GST to be deducted at source.

03. All Govt. taxes including Entry tax/ Toll tax/Road tax will be borne by contractor.

04. Firm has to be get registered with GST.

05. No Night Allowance, extra K.M. will be given by Railway to Contractor as Truck/vehicle is sanctioned for 24*7.

06. Driver Authorized by owner should have proper documents duly attested by owner.

07. As per labour law EPF and ESIC should be ensured by contractor.

08. Instruction to bidder Read carefully all document before uploading the Tender

ATC Declaration etc (Sign and attached Terms & Conditions document)

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

   File Attachment Click here to view the file.

7. **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.

8. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

9. **Service & Support**

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

10. **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.

11. **Service & Support**

    Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

12. **Buyer Added Bid Specific SLA**

    File Attachment 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---