बिड संख्या/Bid Number: GEM/2026/B/8228615
दिनांक /Dated: 04-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-11-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-11-2026 17:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	100 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	Central Railway
कार्यालय का नाम/Office Name	Central Railway Stores Deptt
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :dycmmadmin@cr.railnet.gov.in Buyer Email id: krishna.chandak@gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 3000 km x 320 hours; Outstation
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	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

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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	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)	1344000
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	26900

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/SUR
DRM Office, Solapur, Centrail Railway.
(Shri Aditya Tripathi)

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 - MUV; 3000 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)	Maruti Suzuki Ertiga , Maruti Suzuki XL6 , KIA Carens , Toyota Rumion , Tata Safari , Mahindra XUV 700 , Mahindra Scorpio-N
Usage Variant	3000 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	Kokku Meghana Reddy	413001,OFFICE OF SR DMO, DR KOTNIS MEMORIAL RAILWAY HOSPITAL, BHAIYA CHOWK	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 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 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 50 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 50 percent with the consent of the service provider

2. **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.

3. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

4. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   BUYER ADDED ATC (ADDITIONAL TERMS AND CONDITIONS)

   Hiring of Non-AC Commercial Vehicle for Medical Department,

   Divisional Railway Hospital, Solapur, Central Railway

1.	Type of Vehicle: **The bidder shall provide a Non-AC commercial vehicle (Yellow Number Plate)** in good condition, suitable for official use by the Medical Department, Divisional Railway Hospital, Solapur (DRH/SUR).
2.	Ownership of Vehicle: The bidder shall submit documentary proof of ownership of the offered vehicle in the form of Registration Certificate (RC Book) or Tax Invoice. The RC/Tax Invoice shall be in the name of the bidder/firm. In case the vehicle is registered in another person's or firm's name, a duly notarized Memorandum of Understanding (MoU), specifically authorizing deployment of the vehicle for this tender and mentioning the GeM Bid Number, shall be submitted along with the bid.
3.	Model and Age of Vehicle: The vehicle offered shall be of Model Year 2023, 2024, 2025 or 2026 and shall not be more than three years old as on the date of bid submission.
4.	Kilometre Reading: The vehicle shall not have run more than 25,000 kilometres. The bidder shall mandatorily submit documentary proof of the odometer reading along with the bid.
5.	Documentary Evidence: Quotation copies, booking receipts, temporary booking documents or mere undertakings shall not be accepted as documentary proof of ownership or purchase of the vehicle during evaluation.
6.	Location of Service Provider: The Service Provider shall have a functional office within the State of Maharashtra. Documentary evidence regarding the office address shall be submitted along with the bid.
7.	Place of Deployment: The vehicle shall primarily be deployed at Divisional Railway Hospital, Solapur (DRH/SUR), Medical Department, Central Railway. The vehicle may also be utilized for official duties within or outside Solapur Division, including inter-state journeys, as and when required by the Railway Administration.

8.	Duty Hours: The services of the vehicle shall be required for 320 hours per month. The vehicle shall also be made available on a 24×7 basis during emergencies or other exigencies, as directed by the Chief Medical Superintendent, Solapur or his/her authorized representative, in accordance with the applicable GeM contract provisions.
9.	Deployment of Vehicle: The Service Provider shall ensure that the assigned vehicle along with the driver reports for duty within 24 hours of confirmation of the work order or within the period mutually agreed upon with the Railway Administration.
10.	Parking of Vehicle: The vehicle deployed shall remain parked within the premises of Divisional Railway Hospital, Solapur, after duty hours, whenever desired by the Railway Administration. The vehicle shall not be taken out of the hospital premises without prior permission of the authorized Railway official.
11.	Fuel and Maintenance: The vehicle shall report for duty with a full or sufficient tank of fuel. All expenses towards fuel, lubricants, repairs, servicing, maintenance, insurance, permits, taxes and other statutory requirements shall be borne entirely by the Service Provider.
12.	Fastag and Toll Charges: The Service Provider shall provide the vehicle with a functional FASTag having sufficient balance. All toll charges, parking fees, entry taxes and similar charges payable locally or during outstation journeys shall be borne by the Service Provider without any additional liability to the Railway Administration.
13.	Statutory Documents: The vehicle shall possess all valid statutory documents, including: i. Registration Certificate (RC). ii. Commercial Registration/Permit. iii. Fitness Certificate, wherever applicable. iv. Pollution Under Control (PUC) Certificate. v. Comprehensive Insurance Policy. vi. Road Permit/National Permit, wherever applicable. vii. Any other licence, permission or clearance required under the Motor Vehicles Act and applicable rules.
14.	Condition of Vehicle: The vehicle shall be in excellent mechanical and roadworthy condition at all times. It shall be thoroughly cleaned internally and externally and shall remain free from dust, rubbish, oil, bad odour and personal belongings of the driver.
15.	Emergency Equipment: The vehicle shall be equipped with a functional emergency medical first-aid kit, fire extinguisher and hand sanitizer at all times.

16.	Driver's Qualification: The driver deployed shall possess a valid driving licence appropriate for the category of vehicle and shall have a minimum of two years of driving experience.
17.	Driver's Conduct and Uniform: The driver shall be well-mannered, suitably trained, familiar with local areas and routes, and shall report for duty punctually in a clean white uniform with a name badge displaying his name, mobile number and blood group. The cost of the uniform shall be borne by the Service Provider.
18.	Communication Facility: The driver shall possess a functional mobile phone with an active internet connection to facilitate communication and navigation through Google Maps or any equivalent navigation application. The driver shall remain reachable throughout the duty hours.
19.	Police Verification: The Service Provider shall submit the Police Verification Certificate of the deployed driver within one month from the commencement of the contract. In case of failure to submit the same within the stipulated period, a penalty of ₹100 per day shall be imposed until submission, subject to applicable contract provisions.
20.	Conduct of Driver: The driver shall maintain polite and courteous behaviour towards Railway officers, Medical Department officials, patients and hospital staff. Consumption of alcohol or intoxicants during or prior to duty, refusal to perform assigned duties, use of abusive language, theft or any other misconduct shall attract appropriate penalties, including replacement of the driver or termination of the contract as per applicable conditions.
21.	Change of Driver: The Railway Administration shall have the right to seek replacement of the driver by giving one month's notice to the Service Provider. The Service Provider shall not change the deployed driver without prior written approval of the competent Railway authority, except in emergencies with immediate intimation. Non-compliance may attract penalties or termination of the contract.
22.	Delay in Reporting: The vehicle along with the driver shall report at the designated location at the stipulated time. Delay in reporting beyond 15 minutes shall attract penalties as per the GeM Service Level Agreement (SLA) and applicable contract conditions.
23.	Replacement of Vehicle: In case the deployed vehicle becomes unavailable due to breakdown, accident, seizure, detention, requisition by Police/Motor Vehicle Authorities or any other reason, the Service Provider shall immediately arrange an equivalent Non-AC commercial replacement vehicle without interruption of services and at no additional cost to the Railway Administration.
24.	Unauthorized Passengers: The vehicle deployed for official duty shall not carry any person other than personnel authorized by the Railway Administration (Medical Department).

25.	Calculation of Duty Hours: The chargeable service time shall commence from the point of pick-up and shall end at the point of final drop-off. Time and kilo metres consumed for travelling to and from the garage for servicing, repairs, maintenance or refuelling shall not be included in duty hours or chargeable kilometres.
26.	Utilization of Vehicle: The Railway Administration shall be entitled to utilize th e hired vehicle for official purposes within the scope of the contract. Howeve r, at no time during or after completion of the contract shall the ownership of the hired vehicle be transferred to the Railway Administration.
27.	Responsibility for Accidents: The Railway Administration (Medical Department) shall not be liable for any loss, damage, accident, injury or claim arising out of the operation or deployment of the Service Provider's vehicle, including da mage to public property or injury to any third person.
28.	Violation of Traffic Rules: The Railway Administration shall in no way be respo nsible for any violation of traffic rules, Motor Vehicle laws or infringement of a ny other statutory provisions by the driver or the Service Provider. The entire responsibility shall rest with the Service Provider.
29.	Subletting of Contract: The Service Provider shall not sublet or assign any part of the contract. However, the Service Provider may act as an aggregator of v ehicles/individual drivers, provided that the Service Provider shall remain full y responsible and liable for satisfactory execution of the contract.
30.	Labour Law Compliance: The driver and other personnel engaged by the Servi ce Provider shall remain employees of the Service Provider only and shall not be deemed employees of the Railway Administration. Compliance with all app licable labour laws, including EPF, ESIC, Minimum Wages, Motor Transport Wo rkers and other statutory provisions, shall be the sole responsibility of the Ser vice Provider.
31.	Rates and Taxes: The rates quoted by the bidder shall be inclusive of all appli cable taxes, duties and GST. No additional payment shall be admissible towar ds fuel, maintenance, driver charges, insurance, permits, taxes or other expe nses, except as specifically provided in the GeM contract.
32.	Change in Schedule: The Railway Administration shall notify the Service Provi der of any change in the deployment schedule, ordinarily 24 hours in advanc e, wherever practicable. However, in case of medical emergencies and other exigencies, the vehicle shall be made available as directed by the competent Railway authority.
33.	Penalties: Penalties shall be imposed as per the applicable GeM Service Level Agreement (SLA) and contract conditions. In case of any irregularity or incide nt not specifically covered under the SLA, the Chief Medical Superintendent, Solapur, shall be competent to take appropriate action as per the terms of th e contract and applicable rules.

34.	General Conditions: The contract shall be governed by the General Conditions of Contract (GCC) for Services, 2018, along with all latest amendments and c orrection slips issued from time to time, and the applicable GeM General Ter ms and Conditions and Service Level Agreement.
35.	Right of Acceptance: The Tender Accepting Authority reserves the right to acc ept, reject or cancel the tender, wholly or partly, in accordance with applicabl e rules and without assigning any reason.
36.	All the above conditions shall be read in conjunction with the GeM bid docum ent, GeM General Terms and Conditions, applicable GCC and Service Level Ag reement. In case of any discrepancy, the applicable contractual provisions sh all prevail.
37.	Compliance with New Labour Codes: The Service Provider/Contractor shall stri ctly comply with all applicable provisions of the Labour Codes enacted by the Government of India, including the Code on Wages, 2019, Industrial Relations Code, 2020, Code on Social Security, 2020 and Occupational Safety, Health a nd Working Conditions Code, 2020, along with applicable Rules, notifications and statutory amendments brought into force from time to time.
38.	Appointment Letter: The Contractor shall issue a formal appointment letter to the driver deployed for the hired vehicle, clearly indicating the terms and con ditions of employment, designation, monthly wages, working hours and other applicable service conditions. A copy of the appointment letter shall be submi tted to the Railway Administration before commencement of duty.
39.	Payment of Wages: The Contractor shall ensure timely payment of wages to t he deployed driver strictly in accordance with the applicable minimum wages notified by the appropriate Government, including applicable Variable Dearn ess Allowance (VDA), overtime wages, weekly rest and other statutory benefit s, wherever applicable. Payment shall be made through bank transfer or othe r legally permissible mode, and documentary proof shall be maintained.
40.	Submission of Monthly Labour Documents: Along with each monthly running bill, the Contractor shall mandatorily submit the following documents relating to the driver deployed during the corresponding billing month: i. Driver-wise wage payment statement indicating the name of the drive r, designation, number of working days, basic wages, applicable VDA, ov ertime (if any), statutory deductions and net wages paid. ii. Copy of the appointment letter issued to the deployed driver. iii. Individual monthly wage slip/pay slip duly issued to and acknowledged by the driver, containing complete details of wages and deductions. iv. Bank statement/payment transaction proof or other acceptable docum entary evidence establishing actual payment of wages to the driver. v. Attendance/muster roll duly signed by the deployed driver on each wor king day and countersigned/verified by the authorized Railway represen tative. vi. Documentary proof of deposit of applicable statutory contributions suc h as EPF and ESIC, wherever applicable.

41.	Maintenance of Attendance Register: The Contractor shall ensure that the deployed driver personally signs the attendance/muster roll on every day of duty. The attendance shall also be verified and countersigned by the designated Railway representative. The Contractor shall maintain proper attendance and wage records and produce the same whenever demanded by the Railway Administration or any statutory authority.
42.	Condition for Processing of Monthly Bills: Submission of the above-mentioned labour compliance documents shall be mandatory along with every monthly bill. In the absence of the prescribed documents, or in case of non-payment/short payment of wages to the deployed driver, the Railway Administration shall be entitled to withhold processing of the concerned monthly bill until satisfactory compliance is established by the Contractor. No claim for interest or compensation on account of such withholding due to non-compliance shall be entertained.
43.	Responsibility of Contractor: The Contractor shall be solely responsible for compliance with all applicable labour laws and statutory obligations in respect of the driver and other personnel engaged by him. The Railway Administration shall not be responsible for any dispute, claim, liability, compensation or statutory dues arising out of the employment of such personnel.
44.	Verification and Inspection: The Railway Administration shall have the right to verify the attendance records, wage payment records, appointment letters, wage slips, bank payment proofs and statutory compliance documents submitted by the Contractor. The Contractor shall produce original records whenever required for verification.
45.	Non-Compliance: Any failure, discrepancy, false declaration, non-payment or short payment of wages, or submission of fabricated/incorrect labour records shall be treated as a breach of contractual conditions and shall attract appropriate action, including withholding of bills, recovery of applicable dues, penalties or termination of the contract, in accordance with the GeM contract, applicable laws and rules.
46.	**Work Experience:** The bidder should have satisfactorily completed* in the last three previous financial years and the current financial year up to the date of opening of the tender, **one similar single service contract** for a minimum of 35% of advertised value of the bid.**

* **Completed service contract** includes on-going service contract subject t o payment of bills amounting to at least 35% of the advertised value of the bi d. ** **Past Experience of Similar Services:** Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact d etails of clients shall be uploaded with the bid for verification by the Buyer. ***Similar service contract means** any contract that is so specified by co mponent Authority Similar work in this context includes following: **“The contractor Shall have experience in carrying out similar servic e contract such as involving hiring of Vehicle in Railway hospital , C entral/State Government hospitals, or Multi specialty hospitals.”** a) The bidder shall submit details of work executed by them along with bid fo r the contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and ac tual date of completion for such contract. b)Certificates from private individuals/Organization shall not be considered. C ertificates from Central Govt./PSUs only shall be considered. c)Composite works will not be considered, only the works falling under definition of Similar nature only will be considered.
47. Financial Standing: The Bidders will be qualified only if they have minimu m financial capabilities as below i) T1- Financial Turnover: **The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value** during the la st three previous financial years and in the current financial year up to the d ate of opening of the tender. The audited balance sheet reflecting financial tu rnover certified by chartered accountant with her stamp, signature and mem bership number shall be considered. ii) T2-Liquidity: The bidder should have access to or has available liquid asset s, lines of credit and **other financial means to meet cash flow that is val ued at 5% of the estimated bid value** net of applicant’s commitments for other contracts. The audited balance sheet or provisional balance sheet duly certified by chartered accountant with her stamp, signature and membership number and/or banking reference issued by bank shall be submitted by the bi dder along with bid. Banking reference should contain in clear terms the amount that bank will b e in a position to lend for this work to the applicant/member of the Joint Vent ure/Consortium. In case the Net Current Assets (as seen from the Balance Sh eets) are negative, only the Banking references will be considered. Otherwis e, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity. **The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids.**

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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---