बिड संख्या/Bid Number: GEM/2026/B/8238571

दिनांक /Dated: 04-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-11-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-11-2026 13:00:00
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	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: cftm@cr.railnet.gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - SUV; 1500 km x 320 hours; Local
अनुबंध अवधि /Contract Period	2 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,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**	3
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)**	1218000
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

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).	30

(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 :

PFA, CR
Central Railway Accounts Deptt Indian Railways, Central Railway, Ministry of Railways
(Pfa,cr)

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

cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Monthly Basis Cab & Taxi Hiring Services - SUV; 1500 Km X 320 Hours; Local (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 , Hyundai Creta , Renault Duster
Usage Variant	1500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	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

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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	Anil Narainsingh Choudhary	400001,OFFICE OF COM, 1st floor, Annex Bldg, CSMT MUMBAI - 400001	1	• Duration in Months for which service is required : 24

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Generic**

   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. **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.

4. **Service & Support**

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

5. **Service & Support**

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

6. **Service & Support**

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

7. **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.

8. **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.

9. **Forms of EMD and PBG**

   Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

   PFA,CR
   payable at
   Mumbai
   . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

10. **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

    PFA,CR, Mumbai.
    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.

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Special Condition

Vehicle colour must be white.

1. ALL VEHICLES PROVIDED SHALL HAVE ALL THE NECESSARY PERMITS/LICENSES/CLEARANCES SUCH AS, BUT NOT LIMITED TO FITNESS CERTI FICATE, PUC, FULL COMPREHENSIVE INSURANCE, ROAD PERMIT, REGISTRATION CERTIFICATE, AS PER THE MOTOR VEHICLES ACT, RTO AND OTHER APPLICABLE LAWS AND STATUTORY BODIES.
2. FIRM MUST PROVIDE COMMERCIAL (TOURIST) VEHICLES FOR THIS SERVICE.
3. CONTRACTORS MUST READ THE NEW HIRING POLICY CONDITIONS CAREFULLY BEFORE QUOTING THE TENDER.
4. NIGHT CHARGES WILL NOT BE APPLICABLE.
5. CONTRACTORS LOCATED IN MAHARASHTRA STATE WILL ONLY BE ELIGIBLE TO QUOTE THE TENDER.
6. . OFFERS OF CONTRACTORS LOCATING OUTSIDE MAHARASHTRA WILL BE PASS ED OVER.
7. FIRMS TO ATTACH COMPLETION CERTIFICATE IN SUPPORT OF PAST PERFOR MA NCE/ EXPERIENCE.
8. THE FIRM MUST MANDATORILY UPLOAD THE ANNUAL TURNOVER CERTIFICATE, IN THE FORMAT PRESCRIBED BY THE GST DIRECTORATE, ON THE GEM PORTAL AT THE TIME OF BILL SUBMISSION.
9. PERFORMANCE GUARANTEE AT A RATE OF 5% OF THE CONTRACTUAL VALUE SHALL BE DEPOSITED BY THE SUCCESSFUL BIDDERWITHIN 30 (THIRTY) DAYS FROM THE DATE OF ISSUE OF LETTER OF ACCEPTANCE (LO A). EXTENSION OF TIME FOR SUBMISSION OF PG BEYOND 30 (THIRTY) DAYS AND UPTO THE DATE OF SUB MISSION OF PG FROM THE DATE OF ISSUE OF LOA MAY BE GIVEN BY THE AUTHORITY WHO IS COMPETENT TO SIGN THE CONTRACT AGREEMENT. HOWEVER, A PENAL INTEREST OF 15% PER ANNUM SHALL BE CHAR GED FOR THE DELAY BEYOND 30 (THIRTY DAYS, I.E. FROM 31ST DAY AFTER THE DATE OF ISSUE OF LOA. I N CASE THE CONTRACTOR FAILS TO SUBMIT THE REQUISITE PG AFTER 60 DAYS FROM THE DATE OF ISSUE OF LOA, A NOTICE SHALL BE SERVED TO THE CONTRACTOR TO DEPOSIT THE PG IMMEDIATELY HOWEVER NOT EXCEEDING 90 DAYS FROM THE DATE OF ISSUE OF LOA). IN CASE THE CONTRACTOR FAILS TO SUBMI T THE REQUISITE PG EVEN AFTER 90 DAYS FROM THE DATE OF ISSUE OF LOA, THE CONTRACT SHALL BE T ERMINATED DULY FORFEITING EMO AND OTHER DUES, IF ANY PAYABLE AGAINST THAT CONTRACT. THE FA ILED CONTRACTOR SHALL BE DEBARRED FROM PARTICIPATING IN RETENDER FOR THAT WORK. IN CASE 6 0TH DAY IS A BANK HOLIDAY OR OFFICE CLOSURE NEXT WORKING DAY SHOULD BE CONSIDERED AS THE LAST DAY FOR SUBMISSION OF THE PGS. DECISION OF AUTHORITY COMPETENT TO SIGN THE CONTRACT A GREEMENT WOULD BE FINAL IN CASE OF ANY DISPUTE.

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Buyer Added text based ATC clauses

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1. By making a bid pursuant to the Tender Documents, the bidder / tenderer sha

ll be deemed to have declared that the bidder’s / tenderer’s service contract rel ated to vehicle has not been terminated due to bad performance in Mumbai/Na vi Mumbai region in last 6(six) months. If above mentioned adverse performanc e comes in the notice of the buyer, he may disqualify the offer during evaluation stage.

2. Performance Guarantee: The value of performance guarantee is 5% of the val ue of contract, with validity of 6 months above the contract period. The perform ance guarantee should be submitted within 30 days from contract generation d ate to user department which shall stand refundable after successful completio n of the contract subject to certificate from user department that there are no p ending dues whatsoever against the contractor.

Special Conditions for Circle-1 (Mumbai Region upto Thane) are as be low :

1. The hiring of vehicle service will be in 2 parts (of the same Work) as below :

a. Deployment and operations of the vehicle s ervice:

i. Contractor shall provide Vehicles inclusive of fuel r equirements, on a monthly basis.

ii. The Service Provider shall ensure that all maintena nce works related to the assigned vehicle will be carri ed out in off-duty hours and shall be periodically chec ked and maintained by the Service Provider to avoid any inconvenience to the buyer along with other nec essary requirements for regular washing/cleaning an d all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full com prehensive insurance, road permit, registration certifi cate, as per the Motor Vehicles Act, RTO and other ap plicable laws and statutory bodies, for providing com mercial vehicles for this service, and all other conditions as per the GeM model contract w.r.t. the d eployment and operations of the vehicle service (exc ept w.r.t. excluding driver’s payment, which is covere d separately in part ‘b’ below).

iii. Deductions for non-compliance of standards of the services as per Contract as applicable to the vehicle s ervice (except traffic violations pertaining to driver’s responsibility) shall be made from the payment made to Service Provider (Contractor).

iv. Price Variation Clause (PVC) will be applicable as p er the Contract.

v. ‘Extra per Kms charges’ will be applicable as per th e Contract. However, ‘extra Kms’ will be calculated a

s the total Kms run by all the vehicles included in the contract in that month beyond the ‘Pooled’ Kms of re spective ‘bundled Km/hour package’ of all the vehicle s within that contract. For example, if there are 3 veh icles with 1500 km x 320 hours package each in the contract, with run of 1200 Kms, 1700 Kms and 1800 Kms, respectively, in that month, then ‘Extra per Kms charges’ will be paid on the Kms run beyond pooled K m i.e. (1200+1700+1800)- (1500+1500+1500) = 47 00 - 4500 = 200 Km only.

vi. ‘No Extra hours charges’ will be applicable on vehi cles as the vehicles are hired for the full period of con tract.

vii. All other conditions as per GeM model contract.

b. Deployment of Driver:

i. The Driver deployed should possess the requisite valid Dr iving License.

ii. The criminal antecedents of the Driver should be ve rified with the Police Authority and the certificate to th is effect should be furnished by the Service Provider.

iii. The suitability of the Driver will be assessed and ap proved by the Officer for whom the vehicle person is b eing provided, prior to such engagement.

iv. It is the responsibility of the service provider to alw ays provide one driver per vehicle as per the require ment, while complying with the Labour Laws.

v. The service provider shall provide at his own cost pr oper uniform and badges and photo identity cards to t he drivers in compliance with the Motor Transport Wor kers Act.

vi. ‘Extra hour charges will be paid to the Driver as per the Contract.

vii. Deductions for non-compliance of standards of the services as per Contract as applicable pertaining to dr iver’s responsibility shall be made from the salary of t he Driver paid by the Service Provider (Contractor).

viii. The Salary to be paid to the Driver shall be accordi ng to minimum wages at the bottom of the paymatrix level 1 declared by the Railway Ministry+ DA as applic able, subject to Minimum Wage applicable as per belo w:

1. Salary to be paid :The Drivers Salary will be calculated as -

Basic Salary proposed (A)	DA@46% currently (B)	Gross Salary as per (A)+(B) (1)	Highest Minimum wage in Category #(2)	**Final Salary'(3) =Higher of(1)and(2)**
₹18,000.00	₹8,280.00	₹26,280.00	₹12,892.00	**₹26,280.00**

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Note:

a. The Circle will be defined as per the address of the Consignee for whom the vehicle service has been hired, for example, Kalyan will NOT fall in Circle-1.
b. The Gross salary will vary with change in DA or Minimum Wages by the Govt. of India as per the table above.
c. Service Provider (Contractor) shall submit the proof of any amount paid to the Government for the Driver(s) deployed against Statutory Employer Contributions viz. PF etc., which shall be paid by the Railway to the Service Provider against the invoice raised by the Service Provider.

2. Deductions-Statutory Employee contribution of PF, ESIC etc. (With basic as Rs. 18,000)

3. Total salary = (a) + (b) above less Statutory Deductions viz. Drivers contribution of PF, ESIC etc. as applicable.

4. Net payment = Total Salary + Extra hour charges as per (vi) above- Deductions as per (vii) above.

ix. The wages of the Driver Date of payment for drivers Salary shall be paid by the Contractor on the last date of month.

x. The drivers/staff provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable Labour Laws and Acts, Transport Motor workers Act and other relevant laws will be the sole responsibility of the service provider.

xi. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable

at present or in future during the tenure of the contra ct and as may been forced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules/Guidelines/ Notifications/ Regulations/ Orders shall rest with the service provide r only and the buyer will not be liable in any manner.

xii. The Service Provider shall not deploy or shall discontinue deploying the driver(s), if desired by the B uyer and must ensure prompt replacement of the driv er(s) without any additional cost to the Buyer. The driv ers being deployed shall ordinarily be continued and s hould not be changed without written intimation and c onsultation with Buyer.

xiii. Price Variation Clause (PVC) will NOT be applicable to Driver's salary. However, the DA increase notified f or the period of the contract and as applicable would be applied to the emoluments of the driver as mention ed above at viii (1) above.

xiv. All other conditions as per GeM model contract.

Working of Railways is 24 x 7, hence drivers may be called at any time in emergent sit uation. Contractor must ensure availability of drivers whenever they are called. Neces sary charges like night running, extra KM running, extra hours running will be paid ad ditionally as per GeM SLA.

The Contractor shall be responsible for keeping the necessary spare pool of drivers for emergent situations when the regular driver is not available.

Deployed Vehicles and Drivers shall be solely in control of the Officer for whom they h ave been hired and Service Provider (Contractor) shall not have the right to deploy the deployed Vehicles or Drivers for any work at his discretion.

Tender Bid invited shall be selected based on the Bidders' quotes for the Cost Deploy ment and operations of the vehicle including profit of the contractor, as the Salary of D iver will be fixed as above.

2. **Invoicing** by Service Provider (Contractor): Single Payment G ST Invoice shall be raised by the Contractor on a monthly basis, stating in 2 parts as below:

a. **Charges of Deployment and operations of the vehicle serv ice** (for 1(a) above), and

b. **Emoluments paid to Driver(s)** (for 1(b) above) : Contract or shall submit Documentary proof before processing the bills of the Contractors by the Railway i.e. Attendance Sheet and B ank statement of having paid the Salary, Statutory Deduction s viz. Drivers contribution of PF, ESIC etc., plus Extra hour cha rges' and minus Deductions for non-compliance of standards of the services as per Contract pertaining to the Driver, and S tatutory Employer Contributions viz PF etc.

The GST applicable on respective items of the invoice shall be shown explicitly by the Service Provider on the GST Invoice raised.

The expense shall be booked to PU 32.

3. **Interim arrangement between 2 successive vehicle Contracts**: Interim hiring of vehicle service (with driver) until the new contract commences shall be done on quotation basis considering the urgency. The expense on such interim hiring of vehicle service (with driver) shall be charged to the same Work sanctioned for hiring of the vehicle with driver under which the contract was terminated.

NOTE:-

All other terms and conditions of the contract for Hiring of Vehicle Service, which is not specified above, will be governed by Service Level Agreement (SLA) for monthly basis cab & taxi hiring services of GeM Portal.

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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---