बिड संख्या/Bid Number: GEM/2026/B/8244289
दिनांक /Dated: 05-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-11-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-11-2026 14:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	North Western Railway
कार्यालय का नाम/Office Name	North Western Railway
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :cio@nwr.railnet.gov.in Buyer Email id: soam.rly@gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 km x 320 hours; Outstation
अनुबंध अवधि /Contract Period	2 Year(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	59 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two 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)	11769600
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	235400

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). 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 :

FA and CAO NWR Jaipur.
North Western Railway HQ office, Malviya Nagar, Jaipur.
(Fa And Cao Nwr, Jaipur)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):4

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):0

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

Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 Km X 320 Hours; Outstation (8)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Hyundai Alcazar , Mahindra XUV 700 , Mahindra Scorpio Classic
Usage Variant	2500 km x 320 hours
Type of Service	Outstation
Year of Vehicle Model	2024 , 2025 , 2026

विवरण/ Specification	मूल्य/ Values
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
एडऑन /Addon(s)	
Outstation Night Charges Applicable	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
1	Ashok Meena	302017,North Western Railway Head Quarters, Near Jawahar Circle, Jagatpura, Jaipur-17	8	• Estimated number of outstation nights per month per vehicle : 2 • 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**

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

3. **Generic**

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

4. **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.

5. **Service & Support**

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

6. **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.

7. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

Buyer Added Bid specific ATC :-

This tender and contract will be governed by GCC (Service)-2018 with latest cor rection slip.

2.6.1 **Minimum Eligibility Criteria** required: -

2.6.1.1 Work Experience : - The bidder should have satisfactorily Completed * in the last three previous financial years and the current financial year upto th e date of opening of the tender, one similar single service contract for a minimu m of 35% of advertised value of the bid.

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

Work experience certificate from private individual shall not be accepted.

Notes: The bidder shall submit details of work executed by them in the prescrib ed format along with bid for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of co ntract, actual completion cost and actual date of completion for such contract.

2.6.1.2 Financial Standing:- The Bidders will be qualified only if they have m inimum financial capabilities as below —

(i) T1 – Financial Turnover :- The bidder should have an aggregate financial t urnover not less than 1.5 times the advertised Bid value during the last three pr evious financial years and in the current financial year upto the date of opening of the tender . The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number sh all be considered.

(ii) T2- Liquidity: The bidder should have access to or have available liquid as sets, lines of credit and other financial means to meet cash flow that is valued a t 5% of the estimated bid value net of applicant's commitments for other contra cts. The audited balance sheet and/or banking reference certified by chartered accountant with his/her stamp, signature and membership number shall be sub

mitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise 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. In Case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.

Buyer Added Conditions :-

1. **Availability of Vehicles :** - The Bidder is required to submit the supporting documents / RC of minimum Four SUV vehicles as required in this Bid or higher version model having manufacture year not older than 2024 either registered in the name of bidder/Firm, or the bidder should have a MOU (Memorandum of Understanding) with the owner of the vehicle for the proposed hiring with Railway. The MOU date must be on or after Bid publishing date. **Evidence of at least Four such vehicles must be attached along with the original Bid Document, otherwise offer shall be summarily rejected.**

2. **Availability of office of service provider** : Office of the Service Provider must be located in the state of Consignee. Documentary evidence for the office has to be submitted with offer containing the office address details. Request of firm to open office in the state of consignee after award of contract will not be entertained.

3. **Bidder's 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 the Bid.

4. **Self certified Undertaking as per annexure "I" to the effect that all the documents submitted by him/her along with his/her bid are true. This is mandatory and the bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid.**

5. **Declaration as per Annexure "II" regarding Employment / Partnership/Relatives employed in Gazetted capacity etc. of Retired Railway employee needs to be submitted along with the Bid, without submission of Annexure II, bids shall be summarily rejected.**

6. Each page of the copy of documents / certificates in support of credentials, submitted by the bidder, shall be self-attested by the bidder or authorized representative of the bidding firm. Self-attestation shall include signature, stamp and date (on each page). Only, those documents will be considered for evaluating bid

, which are duly self-attested as above.

7. The following duly filled 'Annexure'/documents are to be submitted by the Bidder along with the Bid.

a) Work experience certificate issued by concerned department/employer/client ,

preferably as per ‘Annexure V’.

b) Certificate of contractual receipts as per ‘Annexure VI’ issued by Chartered Accountant (for T-1 financial criteria).

c) Banking reference (if required) issued by bank (for T-2 financial criteria).

d) Net current assets issued by Chartered Accountant / company auditor for ascertaining liquidity (for T-2 financial criteria).

e) Audited balance sheets issued by Chartered Accountant (For current financial

year and last three financial years).

8. During representation, only clarification on bid documents/quoted terms & conditions will be accepted. No any documents will be accepted during representation after opening of Bid.

9. In case of any contradiction, Buyer Added Bid Specific ATC will supersede in terms of minimum eligibility criteria and other conditions mentioned in GeM GTC .

10. Railway will be at liberty to terminate the contract with the service provider if he fails to provide the vehicle as required as per conditions within 7 days of issuance of Acceptance letter.

Additional terms and conditions :-

1. The vehicle provided on hire should be in good condition having model manufacture year not older than 2024. It should be registered in the name of Bidder/ Firm, or the bidder should have an MOU (Memorandum of Understanding) with the owner of the vehicle.

The vehicle provided shall be one out of the three models mentioned in the Bid or any other equivalent or higher version model as per GeM list of SUV vehicles with consent of the user officer.

2. Necessary charges like night halt outstation, extra KM running, extra hours running will be paid additionally as per GeM SLA.

3. Penalties for defaults like late reporting, non-reporting; refusal, bad condition of vehicle, etc. will be imposed as per SLA General conditions.

4. Penalty provision for non-deployment of vehicle by the competent authority

S.N.	Nature of Default	Deductions			Remarks
		1st instance	2nd instance	3rd instance	
1	Non deployment of Vehicle/Driver (No replacement provided within 30 minutes)	Amount of ₹ 3000	Amount of ₹ 5000	Amount of ₹ 7000	After 3rd instance the Buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd instance.

Note : i) This amount of penalty is to be deducted from the payment made on basis of actual number of days of presence of the vehicle. No payment will be made for days of absence.

ii) This will prevail the GeM generated deduction/LD clause.

5. The vehicle shall be maintained decently with neat and clean interiors & exterior and the Driver shall wear proper uniform with badge. The Railway staff irrespective of his designation, nominated by the user officer shall be authorized to check for decency of the vehicle and/or the Driver and his report will be binding on the service provider. For non compliance of this condition, penalty of Rs. 500/- per occasion may be imposed by user officer/buyer.

6. Attendance register will be maintained by Service provider and will be kept upto date.

7. The Authorized signatory for signing the certificate that the hired vehicle was available for the period and services were satisfactory will be the actual user officer of the service.

8. The contractor shall be responsible for providing vehicles at any point of time in day or night even at short notice during any urgency /emergency. Drivers should have live mobile phone connection so that they are contactable whenever required. Penalty as per para 4 will be imposed in case of failure.

9. The Railway has liberty to terminate the contract with the service provider no

rmally with one-month’s notice without assigning any reason. However, in case service provider wants to terminate his services, he will serve 03 months advan ce written notice.

10. As working of Railways is 24 x 7, therefore driver may be called at any time . The payment for extra hour chares will be made as per clause of GeM SLA.

11. The vehicle is to be parked at user officer’s premises or office premises bas ed on the instruction of the user officer and keys of the vehicle to be handed ov er to the user officer.

12. The vehicle should be available for any outstation duty during the contract p eriod. The toll charges, parking fee and entry taxes etc. payable locally or outst ation duty will be borne by the contractor. On production of the receipt, the amo unt will be reimbursed by Railways.

13. It should be stipulated that the vehicle to be supplied should be registered a s a Commercial vehicle with transport authority. It should have valid insurance and should meet requirements of pollution standard etc. as per provisions of Mo tor Transport Act and fulfil any other statutory obligations as applicable. Driver should possess a valid commercial driving license.

14. The contractor shall provide at his own cost proper uniform, badge and pho to identity card to the driver as per Motor Vehicle Transport Act.

15. Contractor shall be fully responsible for any repair, accident, loss, damage t o the vehicle or the driver.

16. Time of service shall be counted from the point of pick up to the point of fina l drop off and the garage hours shall not be included.

17. For the purpose of extra payment on account of extra KM running of the veh icle, total KMs run by the vehicle for 3 months’ duration shall be considered. In case a vehicle is run for shorter KM in one month and more KM in the next mont h, total KM will be clubbed. Such clubbing shall be done for 3 months’ period. Fo r example - if a vehicle is hired for stipulated 2500 KM per month, then addition al payment for extra KM will be paid when total KM running of the vehicle is mor e than 2500 x 3=7500 KM over a period of 3 months. Counting of such 3 month s’ period will be starting from the next month of date of L.O.A.

18. This vehicle will be running in NWR territories, hence contractor shall arrang e road permit for vehicles accordingly.

19. Normally one rest per week shall be permitted to vehicle driver. However, u ser officer has the liberty to decide the day of rest in the week or collectively in concerned month as per his requirement of vehicle.

20. The vehicle deployed shall arrive at designated location of duty on time and with full tank or sufficient fuel i.e. Diesel, Petrol, CNG etc. There is no provision of allowing service, fuelling etc. in scheduled duty time. If driver does not follow this condition, penalty of Rs.500/- per occasion may be imposed by user officer.

21. Change of the regular vehicle/driver provided at the time of contract start d ate can be permitted with written permission of Buyer/user after submitting all t he documents of the vehicle/driver including MOU with vehicle owner. In case of

emergency, vehicle /driver may be changed by bidder with written permission f rom the user officer. Other vehicle/driver deployed without permission will be tr eated as absent and the penalty will be imposed.

22. The driver of the vehicle must have a working mobile number for easy conta ct by the officer. It must also have an active internet connection at all times wh ere google maps can be accessed, to navigate the shortest and/or fastest route possible avoiding traffic jams. The driver shall be reachable at all times.

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8. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1

bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---