बिड संख्या/Bid Number: GEM/2026/B/8246073
दिनांक /Dated: 05-11-2026

## बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 26-11-2026 18:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 27-11-2026 18:00:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 90 (Days) |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Railways |
| विभाग का नाम/Department Name | Indian Railways |
| संगठन का नाम/Organisation Name | South Eastern Railway |
| कार्यालय का नाम/Office Name | Ser Hq |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal | HOD Email id :dgmg@ser.railnet.gov.in<br>Buyer Email id: nikhil.guha@gov.in |
| वस्तु श्रेणी /Item Category | Monthly Basis Cab & Taxi Hiring Services - SUV; 2400 km x 300 hours; Local |
| अनुबंध अवधि /Contract Period | 2 Year(s) 1 Day(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) | 6 Lakh (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 |
| 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)<br>*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 | 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 | 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) | 1137096 |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

**ईएमडी विवरण/EMD Detail**

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| एडवाईजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount | 22742 |

**ईपीबीजी विवरण /ePBG Detail**

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|---|---|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |

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|---|---|
| ईपीबीजी प्रतिशत (%)/ePBG Percentage(%) | 5.00 |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 27 |

(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 :**

PFA
11, Garden Reach Road, Kolkata - 43, SER HQ, Indian Railways, South Eastern Railway, Ministry of Railways (Pfa/grc)

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

**एमआईआई अनुपालन/MII Compliance**

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| एमआईआई अनुपालन/MII Compliance | Yes |

**एमएसई खरीद वरीयता/MSE Purchase Preference**

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|---|---|
| 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**

## Monthly Basis Cab & Taxi Hiring Services - SUV; 2400 Km X 300 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 , Toyota Fortuner , Maruti Suzuki XL6 |
| Usage Variant | 2400 km x 300 hours |
| Type of Service | Local |
| Year of Vehicle Model | 2026 , 2025 , 2024 |
| Km Travelled | Upto 25,000 Kms |
| Air Conditioning Requirement | 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 | Rupashi Nag | 700043,11, Garden reach Road | 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**

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

4. **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.

5. **Past Project Experience**

   **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

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

Text Clause(s)

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|---|---|
| 1 | **Service & Support** |
| | AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service P rovider must be located in the state of Consignee. DOCUMENTARY EVIDEN CE TO BE SUBMITTED. |
| 2 | **Service & Support** |
| | Dedicated/toll Free Telephone No. for Service Support: BIDDER/OEM MUST HAVE Dedicated/toll Free Telephone No. for Service Support. |
| 3 | **Buyer Added Bid Specific ATC** |
| | Buyer Added text-based ATC clauses |
| | 1. The vehicle shall have valid registration under commercial category. |
| | 2. The toll charges, parking feed, night allowance charges to driver if any will be paid by service provider; it will not be reimbursed by Railway. |
| | 3. No accommodation & Garage facilities will be provided by Railway to t he driver and for the vehicle. |
| | 4. The driver should be proper uniform, identity card and carry mobile ph one. |
| | 5. The seats of the vehicle should have good clean cloth covers (preferabl y with towel), which must be changed weekly. |

| **Special Condition** | |
|---|---|
| 1 | The contractor shall within the accepted rate make available vehicles in g ood condition. The vehicle shall be provided by the Contractor after receiv ing the letter for providing the vehicle. The offered vehicle should have th e valid papers like Commercial permit, road tax, insurance, pollution free certificate, fitness certificate etc. and should be free from all encumbranc es. All the drivers should have valid and current license. The vehicle shoul d report for duty every day without fail at the nominated place and as per order of the user. |
| 2 | The Driver should maintain a Log Book of the movement of the vehicle un der his control indicating daily KM and hours of deployment which should be got signed by the officer using the vehicle. At the end of the month, he should prepare a summary of the Kms run and hours used, which shall ma ke the basis of the payment to the Contractor. |

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| 3 | The vehicle should be made readily available from **09 AM to 09 PM** normally. However, railway can ask for any hours to any hours covering **12 hours** as per its requirement with the Driver, fuel and all necessities etc. The maximum permissible Kms run in a month would be 24**00 KMs per month,** However, no claim shall be entertained for any extra or lesser running of the vehicle and the payment of the running charges shall be made on the basis of the actual running and hiring for **300 hrs** If required vehicle can be called on Sundays & holidays too. |
| 4 | Any less utilization on hourly basis in any day will be carried forward to next month. Similarly, any extra hour's utilization will be adjusted in next month. |
| 5 | a) The contractor has to supply 01 (one) No. **AC SUV (Ertiga or similar)** 4-wheeler vehicle within the accepted rate and terms and conditions. Garage facility will have to be provided by contractor and the same will be duly intimated by him to S. E. Railway. However, the payment will be made from the place of reporting of the vehicle to the user to the place of release by the user as per day-to-day requirement. The contractor may take the vehicle to his garage/shed during off hour/off days for which no payment shall be made for running of vehicles from the garage/shed to the reporting place or place of release by the user. b) The vehicle should have required permit like commercial permit. |
| 6 | Pay, Tiffin or allowance of any kind payable to the driver of the vehicle shall be borne by contractor. |
| 7 | Railway shall not be responsible for any i) Damage to the vehicle for any accident. ii) Court cases or compensation payable and arising out of the vehicle or its driver iii) Any charges or taxes or surcharges etc. that may be levied by the State or central Government including road taxes. The contractor must pay all statutory liabilities, road taxes, service taxes, GST, insurance charges, pollution free fees etc. within stipulated time and relevant papers in respect of the above may be furnished to the user as and when demanded. |
| 8 | If the vehicle is observed to have developed any disorder during its use, the contractor shall have to provide alternate vehicle of the specified type within 60 minutes till the vehicle is repaired and put back to service. |
| 9 | In case of breakdown of nominated vehicle, the contractor shall provide an alternative vehicle in this case otherwise the contractor should be liable to pay a penalty of Rs.1500/- per vehicle per day in addition to non-payment of hiring charges. |
| 10 | The contractor shall maintain proper communication with the vehicle users regularly. He shall also advise them some contact phone numbers where they can contact the contractor or his responsible representative within 24 hours to pass on any message or information during as well as outside office hours. The driver should be provided with mobile phone to call at any time even at night in case of urgency. No additional charges will be paid for the same. |

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| 12 | The contractor must follow all statutory laws and guidelines in connection with the running/hiring of vehicles as applicable. The Railway shall not be held responsible for any non-compliance of such statutory laws. The contractor shall also follow the provision of "Contract labour Regulation and Abolition Act" and Minimum Wages Act for payment to the driver as per extent rules. |
| 13 | The contractor shall have all the infrastructures as per conditions applicable as per State Govt. rules. The running vehicle under the contract must have proper permission/commercial permit for running through contract system under Central Govt. if applicable. |
| 14 | The contractor shall nominate the vehicle and driver and the same will be run throughout the contract period except for the time the vehicle is under maintenance (prior intimation to this effect must be given to the concerned officers well in advance). However, any permanent change in the vehicle or the driver shall have to be got approved from Railway. In any case the same vehicle shall not be used in other purpose in off time i.e. beyond duty hours. |
| 15 | Contractor should provide uniform to driver i.e. white shirt, white trouser and black shoe. No extra payment shall be made to contractor on account of uniform. The driver deployed should be well familiar with the road network, land marks, traffic regulations etc. Driver should not consume alcoholic drinks /drugs while on railway duty and should be polite. |
| 16 | The Railway reserves the right to terminate the contract after giving notice as per **GeM/GCC rules.** |
| 17 | Safety and security of the vehicle shall be the sole responsibility of the contractor. |
| 18 | The payment to the contractor will be made as per schedule every month after submission of necessary bill (plus log books) by the contractor. Subsequent there to the said bill (plus log book) will be checked at GM's Office and then processed for payment. After completion of the work no un-account bill will be entertained. |
| 19 | The contractor shall not sublet, assign or transfer this contract or any rights or benefits hereunder to any other person or persons, nor shall the contractor take any partners without the prior written consent of Dy. Secretary to GM or his authorized representative. |
| 20 | One weekly off is permitted to the Driver normally on Sundays. However, it may be deferred to some other day at the discretion of officer in charge to whom the vehicle is attached when vehicle is required on weekly rest day, another suitable driver may be deputed by contractor. |
| 21 | The contractor shall ensure that all the meters particularly the Milometer/ Speedometer and other devices of vehicle are always in working condition. In case of any defect, the contractor at his own cost may rectify the same. For the interim period the contractor shall arrange another vehicle so that at the Railway's work does not get hampered. |

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| 22 | The contractor shall provide a spare wheel and necessary tools in good wo rking condition |
| 23 | In the event of the breakdown of the vehicle en-route responsibility of tran sporting the incumbent of the vehicle to his destination shall be borne by the contractor. |
| 24 | The contractor shall be required to submit papers, certificate (i.e. registrat ion certificate, fitness certificate, and insurance policy etc.) of the vehicles for verification by this office. |
| 25 | First Aid Box with all necessary consumable items should be made availab le all the time by the Contractor and periodically he/they should inspect an d recoup the same and necessary entry should also made in Log Book. Th e drivers and passengers' safety belts should also be provided by the cont ractors. Damaged, broken and over aged belt should also be replaced by t he contractor. |
| 26 | The tenderer / contractor should submit the certificate regarding the calib ration of Speedo meter, as and when demanded by the concerned officer using the vehicle. |
| 27 | Oil, fuel, etc. required for the vehicle should be made available before star ting of duty hours. Absence of vehicle at the stand during working hours o n these accounts or otherwise will be treated as absent and liable for pen alty. |
| 28 | Availability of mobile phones with the vehicle drivers is compulsory. Mobil e should be complete with live SIM Card & Driver must respond the phone as and when called by the controlling officer. |
| 29 | No extra payment shall be made on account of increase/decrease in the r ate of Fuel, lubricants, labour wages or any other taxes etc. |

## 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---**