बिड संख्या/Bid Number: GEM/2026/B/8246188
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 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-11-2026 19:00:00
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 Central Railway
कार्यालय का नाम/Office Name	Principal Chief Material Manager Secunderabad
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :dycmmic@scr.railnet.gov.in Buyer Email id: sriteja.1901@gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 KM x 360 hours per month round the clock 24x7 Vehicle required for official use of DyCEE GS SC; Outstation 24*7
अनुबंध अवधि /Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	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	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)	1360800
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	27220

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :
PFA/C/SCR
2nd Floor, Annex. to Rail Nirman Nilayam, Secunderabad, SCR
(Pfa/c/scr)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

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

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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 KM X 360 Hours Per Month Round The Clock 24x7 Vehicle Required For Official Use Of DyCEE GS SC; Outstation 24*7 (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 , Mahindra Bolero Neo
Usage Variant	2500 KM x 360 hours per month round the clock 24x7 Vehicle required for official use of DyCEE GS SC
Type of Service	Outstation 24*7
Year of Vehicle Model	2026 , 2025 , 2024 , 2023
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Any
एडऑन /Addon(s)	

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	Yemula Sriteja	500025,Office of Dy. CEE/GS/SC, Annex Building, Rail Nirman Bhavan, Secunderbad.	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. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

PFA/C/SCR
payable at
PFA/C/SCR
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

PFA/C/SCR
. 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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker’s Cheque in favour of

PFA/C/SCR
payable at
PFA/C/SCR
.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. **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/C/SCR
payable at
PFA/C/SCR
. 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.

6. **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/C/SCR
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.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1) The Commercial Vehicles hired shall be for official use by DY.CEE/GS/SC/South Central Railway, Secund erabad on a Regular basis. The Vehicle will be used as per directions given by **Dy.CEE/GS/SC** for official p urpose for a period of 24 months. The base location shall be Hyderabad (Telangana).

2) EVALUATION CRITERION: The tenderer is required to upload the following mandatory documents along with the bid offer, failing by which the offer will be summarily rejected.

3) AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Telangana for better coordination and service. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. DETAILS OF VEHICLE: 01 Vehicle (AC SUV) should be registered in the name of Tenderer and should not sublet any part of the contract. However, the Tenderer can have Lease Agreement with the owner of the vehicle/cab aggregator on non-judicial stamp paper for the tenure of the contract, which should be submitted along with the bid. The vehicle proposed to be offered on hire should be in good condition and not more than 4 years old, on the date of opening of tender. The Tenderer is required to submit the COMMERCIAL VEHICLE REGISTRATION DETAILS along with supporting documents of the vehicle fulfilling the category, specifications along with the tender, failing to submit the same along with the bid, the offer will be summarily rejected. Bids of other than commercial vehicles should be summarily rejected.

c) PERFORMANCE DETAILS: Along with tender, bidders to enclose the list of ongoing vehicle hire contracts with Railways, Other Central Government Departments, State Government and PSUs in the same city/location/agglomeration with details of Contract Period, rate per month, Vehicle Class , Model and brand, Fuel (Diesel/Petrol/ LPG/CNG/Electric/Hybrid), procurement cost (ex showroom price) etc. Submission of this statement, even if Nil, shall be mandatory enclosure to the tender failing which the offer will be summarilyrejected. [Proforma as per document Annexure III of scope of work document]

d) Submission of undertaking certifying the truthfulness of all the documents - The bidders shall submit an undertaking certifying the truthfulness of all the documents submitted/ uploaded along with the tender. This shall be mandatory for all the bidders. In case of failure of the bidder to submit the undertaking, their offer shall be summarily rejected [Proforma as per Annexure-I of scope of work document]

e) Declaration of the details of the engagement of Retired/Existing Railway Employees. Declaration regarding site visit, compliance of statutory laws, penalty for violation of labour laws, Non blacklisting, termination of contracts etc. Self-declaration of the undertaking by the bidder that My/our firm/ Company is not under liquidation court receivership or similar proceedings and has not suffered bankruptcy/insolvency during the last 5 years. [Proforma as per Annexure-IV of scope of work document

f) CONSTITUTION OF FIRM: The bidder shall give full details of the constitution of the Firm/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above.

(i) Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit or GST certificate indicating Proprietorship certificate.

(ii) Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorising one or more of the partners of the firm or any other persons(s), authorised by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/ relinquish any claim (s) preferred by the firm, sign 'No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.

(iii) Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individ

ual, signing the Bid on behalf of the Company.

(iv) Society: The bidder shall submit (i) Self- attested copy of the certificate of Registration, (ii) Deed of For mation and (iii) Power of Attorney in favour of the tender signatory.

(v) Joint Venture (JV): Joint Venture (JV) not permitted /not allowed in this tender. Bidder's offer is liable to b e rejected if they don't upload any of the certificates / documents sought in the Bid document, .Buyer Add ed Bid Specific Additional Terms and Conditions and Corrigendum if any. Post tender opening no new docu ments will be considered for bid evaluation even at representation stage.

3) The contractor/agency participating in the tender should normally be GST compliant regarding registrati on, filing of returns etc., and shall be fully responsible for the compliance as per GST Act at all times. If the Contractor falls either “below the turnover threshold for GST” or is a “Composition Taxable Person” under t he CGST Act, a self-declaration should be enclosed with his offer duly supported by a certificate of turnover from a Chartered Accountant or enclose Form ‘REG-06’ showing as “Composition” under Type of Registrati on and no GST is applicable for contracts with such persons/firms. GST for vehicle rental/hire services falls under SAC code 9966, as per which, the present applicable rate is 5% (2.5% CGST+2.5% SGST) for vehicle s designed to carry men and materials where cost of fuel is included in the rate.

4) Once the contract is awarded, the service provider needs to submit Driver’s details to the consignee an d driver should have passed a minimum of 10th standard and possess a valid driving licence, Aadhar Card on his name and employee identification card issued by the Contractor at all times. The verification of driv er details, Driving license, Aadhar Card etc. .has to be done by consignee.

5) The vehicle’s should be available on all days including holidays as per requirement of the user for officia l duty

6) In reference to SLA clause no.5.11 and 5.12, the substitute vehicle’s offered shall not be older than the vehicle under breakdown at any point of time during the currency of contract. The condition and upkeep of substitute vehicle shall be same as that of approved vehicle’s in the contract.

7) The contractor shall be responsible for providing the vehicles at any point of time in day or night, even a t short notice during any urgency/emergency. Hiring for 12 hours in a day means continuous hiring for 12h ours during day or 12 hours during night. No advance payment shall be made and all payments released o n completion of stipulated service periodically/monthly as stipulated. In case, on any day, the vehicle was utilised for more than 12 hours on exceptional/ emergency requirement, relaxation to that extent may bep rovided in subsequent days to the Contractor/firm.

8) Imposition of penalties is as per Para 8 of GeM SLA.

9) The SLA clause 4.2 sub clause (1) & (2) for payment of extra kilo meter and extra hours shall not be app licable to this contract. In any month, vehicle run can be more or less than the scale of Number of 2500KM /month but shall not exceed cumulative KM 30,000 per year for SUV Non A/C vehicle. Payment will be mad e on a monthly basis as per accepted monthly rate irrespective of actual KM run in that month. No further variation in KM is either allowed or to be paid. The rate quoted shall be inclusive of salary of driver, daily b atta, fuel, petrol/diesel, other consumables, regular maintenance, expenses and other expenditure toward s repairs, taxes etc

10) Price variation Clause is not applicable in this tender.

11) A Log Book for each vehicle shall be maintained by the Contractor for the hired vehicles. The KM utilised shall be entered in it on a daily basis to ensure proper account and payment at the end of every month /specified period. It is the responsibility of the official using the vehicle to keep the log book up to date and the vehicle is used for the official duties/works. Statement of entries as per Log Book should be enclosed with the bills submitted for payment by the service provider/contractor duly counter signed by the official to who/under whose custody the vehicle is placed except that in case of vehicles hired for DRMs/PHODs/AGM/GM, this statement shall be countersigned by nominated officer in the secretariat. In case of pooled vehicles, Secretary to PHOD or ADRM or nominated in charge Gazetted Officer will sign the Log Book/statement sent with bills thereof, as the case may be.

12) The vehicle contract can be short-closed with three months notice, if the post of the officer is surrendered or the officer opts for drawl of transport allowance or any other administrative reason (except unsatisfactory service, which will be as per penalty clause of SLA). In this regard, the following conditions will be applicable: The Railway has liberty to short-close the contract with any or all of the service providers normally with three months' notice without assigning any reason. However, in case a service provider wants to short close his services, he will have to serve 4 months advance written notice.

a. The contract for the vehicles hired can also be terminated with a short notice of 15 days on account of unsatisfactory services at the discretion of the Officer in charge of hiring of vehicles. The unsatisfactory service shall mean and include the non-compliance of any of the obligations by the service provider, as given in this agreement and/or under the penalty clauses of the SLA of GeM contract or repeated breach.

b. In case of any dispute of any kind, the Contractor/ Agency shall abide by the decision of the controlling authority or Nodal Officer or Buyer in charge of hiring of the vehicle as the case may be.

13) Successful Bidders have to submit the Performance Security in the form of Fixed Deposit Receipt /Performance bank Guarantee **(Bank Guarantee sample format as per Annexure II of scope of work document).** FDR should be made out or pledged in the name of PFA/C/SCR (Name of the Service Provider). 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 a 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 30 days of a ward of bid in GeM/ date of issue of intimation to deposit Performance Security. GeM contract will be issue d only after receipt of Performance Security. Extension of time for submission of PG beyond 30 days and up to the date of submission of PG from the date of issue of intimation to deposit Performance Security may be given by **Dy. CEE/GS/SC** However, a penal interest of 15% per annum shall be charged for the del ay beyond 30 days (i.e from 31st day after the date of issue of intimation to deposit Performance Security. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of intimation to deposit Performance Security, a notice shall be served to the contractor to deposit PG immediately however not exceeding 90 days from date of intimation. In case the contractor fails to submit the requisite PG even after 90 days from the date of intimation, a notice shall be served to the contractor and the GeM Bid shall be cancelled duly forfeiting EMD and other dues, if any payable against the tender. The failed Service Provider shall be debarred from participating in re-tender for that service. In case, 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of PGs, Decision **Dy. CEE/GS/SC** would be final in case of any dispute

14) (a) The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer

(b) The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of the buyer.

(c) The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to the buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under

15) The Service provider having non satisfactory/bad performance in previously completed contracts or current live contracts may be rejected.

16) The vehicle documents which were uploaded in the bidding process should be kept in service along with the Number, Model and type of vehicle's after approval of consignee . In case, the condition of vehicle's is not satisfactory or require replacement due to any other reason , service provider has to replace the vehicle's with same segment or higher segment commercial vehicle's, mentioned in GeM SLA, as per bid conditions with approval of user/consignee.

17) The vehicle's should be available every day at nominated time and place as per the directions of **Dy. CEE/GS/SC** given from time to time. Vehicles shall/Can be parked in the Railway premises/Residence during night time for emergency use as per direction of **Dy. CE/GS/SC** the Vehicle keys should be submitted to the officer/authorize representative after duty hours, in case any emergency officer can use the vehicle. Minimum 30% of fuel tank capacity should be in the vehicle all the time. In case of any dispute, the decision of **Dy. CEE/GS/SC** shall be binding regarding placement and usage of vehicle for contractor. The Bill Passing officer is **Dy. CEE/GS/SC** and the Bill Paying Officer is **PFA/C/SCR.**

18) In case of difference between Additional tender conditions (ATC) and General tender conditions (GTC),the terms of Additional tender conditions (ATC) will prevail.
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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---