बिड संख्या/Bid Number: GEM/2026/B/8247168
दिनांक /Dated: 05-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-11-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-11-2026 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	Pcste Scr
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :dycstetele@scr.railnet.gov.in Buyer Email id: cvrajuscr@gmail.com
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 2500kms per month 12 hours per day, base location of the vehicle will be operated from nominated locations where is deployed; Outstation 24*7
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)	45 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete

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	4
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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)	1500960
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	30020

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 :

FA&CAO/C/SC
Annex to RNN building, 2nd floor, Secunderabad-500025. Indian Railways, South Central Railway, Ministry of Railways
(Facaocsc)

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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
6. 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.
7. **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.
8. 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.
9. 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): One

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

Minimum years (up to 5 years) of experience in related field:2

Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:NIL

Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:NIL

Geographic Presence in States: Telangana State and South Central Railway Jurisdiction

Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::NIL

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package:NIL

Scope of Work:1793883717.pdf

Monthly Basis Cab & Taxi Hiring Services - MUV; 2500kms Per Month 12 Hours Per Day, Base Location Of The Vehicle Will Be Operated From Nominated Locations Where Is Deployed; Outstation 24*7 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Mahindra Bolero Camper , Tata Xenon , Mahindra Bolero Neo
Usage Variant	2500kms per month 12 hours per day, base location of the vehicle will be operated from nominated locations where is deployed
Type of Service	Outstation 24*7
Year of Vehicle Model	2024 , 2025 , 2026
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Hilly + Plain Area
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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Chintalapati Venkata Raju	500025,Dycste/Con/1/sc, DRM compound Secundrabad , SC Railway 500025	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. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS

1. The bidder should submit an undertaking along with the bid that he/she is not under liquidation court receivership or similar proceedings and not bankrupt. [Mandatory document]

2. Along with tender, bidders should be advised to enclose the list of ongoing vehicle hire contracts with Rail ways, 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 summarily rejected. This is included so that tender committee may keep this additional data in view while deciding the reasonableness of the offer received or to break the tie. The above details should be submitted as per proforma mentioned as **Annexure - II**.

3. 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 service provider wants to short close his services, he will have to serve 4 months advance written notice.

4. In case of any dispute of any kind, the Contractor/ Agency shall abide by the decision of Dy.CSTE/C-II/SC.

5. **AVAILABILITY OF OFFICE OF SERVICE PROVIDER**: An office of the service provider must be located in the state of Telangana preferably in Hyderabad District for better co-ordination and service. Documentary evidence to be submitted.

6. It shall be stipulated in the tender/agreement that 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 Para 16 above). In this regard, the following conditions shall be included in the tender:

   i. 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 agr eement or repeated breach.

ii. 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.

7. The contractor/agency participating in the tender should normally be GST compliant regarding registratio n, filing of returns etc., and shall be fully responsible for the compliance as per GST Act at all times. If the C ontractor falls either “below the turnover threshold for GST” or is a “Composition Taxable Person” under th e CGST Act, a self-declaration should be enclosed with his offer duly supported by a certificate of turnover f rom 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 18% (9% CGST+9% SGST) for Vehicle d esigned to carry only passengers where cost of fuel is included in the rate. However, if the vehicle is used f or transport of men and materials, such as in case of. All Tenderers should enclose with the tender, either t he GST registration certificate (REG-06) or a self-declaration of latest turnover attested by Chartered Acco untant, failing which the tender shall be considered in-valid. Any further changes in GST regulations, in fut ure, shall be adopted accordingly.

8. The **Financial Eligibility Criteria:** The bidder should submit turnover for contractual payments received in the previous three financial years and the current financial year up to the date of inviting of the bid, at le ast **150% of the advertised value** of the tender. The tenderers shall submit Certificates to this effect wh ich may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly c ertified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Ba lance.

Note for Item 1.2: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

9. **Past Experience of Similar Services (Technical Eligibility criteria)**: The bidder should have satisfa ctorily completed* in the last three previous financial years and the current financial year up to the date of inviting of the bid, one similar single service contract** for a minimum of 35% of advertised tender value.

v Completed service contract includes on-going service contract subject to payment of bills amounting to at le ast 35% of the advertised bid value.

v Similar service contract means any contract that is so specified in similar nature of work.

Similar nature of work means: The contractor shall have experience in **– ‘’Any work involving Hiring of Road Vehicles/ Transportation of material by vehicles’’.**

Work experience certificate from private individual shall not be accepted. Certificate from public lis ted company/private company/Trusts having annual turnover of Rs.500 crores and above subject t o the same being issued from Head Office by a person of the company duly enclosing his authorisa tion by the Management for issuing such credentials.

Tenderer has to produce supporting documents/certificates as per the format mentioned in **Annex ure-III**.

Note: The bidder shall submit details of work executed by them in the prescribed format along with the bid for the service contracts to be considered for qualification of work experience criteria clearl y indicating the nature/scope of contract, actual completion cost and actual date of completion for such contracts.

10. **Certificate:** A copy of certificate on a paper/letter head stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is given below as **Annexure-I**. Non-submission of a copy of certifi cate by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/ he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

11. **Performance Guarantee (P.G.) as per GCC for Services:**

11.1 Performance guarantee at a rate of 5% of the contractual value shall be deposited by the succes sful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 5% of the contract value in four separate parts of 0.75% each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG b eyond 30 (thirty) days and up to the date of submission of PG from the date of issue of LOA may b e given by the Authority who is competent to sign the contract agreement. However, a penal inter est of 15% per annum shall be charged for the delay beyond 30 (thirty days, i.e. from 31st day aft er the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days fro m the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediatel y however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to sub mit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be termin ated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re- tender for that work. In case 90th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent.

11.2 The successful bidder shall submit the Performance Guarantees (PG) in any of the following form s, amounting to 5% of the contract value.

a) A deposit of cash;
b) Irrevocable Bank Guarantee;
c) Government Securities including State Loan Bonds at 5% below the market value;
d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationali zed Banks;
e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
f) A Deposit in the Post Office Saving Bank;
g) A Deposit in the National Savings Certificates;
h) Twelve years National Defence Certificates;
i) Ten years Defence Deposits;
j) National Defence Bonds and
k) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favour of FA&CAO/C/SC (free from any encumbrance) may be accepted.

11.3 The Performance Guarantees (PGs) shall be released after physical completion of the work service delivery based on 'Completion Certificate' issued by the competent authority stating that the contr actor has completed the assigned services in all respects satisfactorily and passing of final bill bas ed on "No Claims Certificate" from the contractor. In case any contract provides for warranty/ mai ntenance clause then 25 % of the Performance Guarantee would be retained till the warranty main tenance period is over and a certificate to that effect is issued by the Dy.CSTE/C-II/SC.

11.4 Whenever the contract is rescinded, the Performance Guarantees shall be encashed/ forfeited. T he balance work or services for the same shall be got done independently without risk & cost of th e failed contractor**.** If the failed contractor is a Partnership firm, then every member partner of suc h a firm shall be debarred for a period of 2 years from the date of such rescindment from participa ting in the bid which includes delivery of balance services of failed contract in his/her individual ca pacity.

11.5 The Railway Administration shall not make a claim under the Performance Guarantee except for a mounts to which the President of India is entitled under the contract (not withstanding and/or with

out prejudice to any other provisions in the contract agreement) in the event of –

a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Railway Administration may claim the full amount of the Performance Guarantee.

b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Railway Administration.

c) The Contract being determined or rescinded under provision of the GCC for services, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

.

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---