बिड संख्या/Bid Number: GEM/2026/B/8249237
दिनांक /Dated: 06-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-11-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	22-11-2026 14:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Gujarat
विभाग का नाम/Department Name	Agriculture And Co-operation Department Gujarat
संगठन का नाम/Organisation Name	Directorate Of Agriculture
कार्यालय का नाम/Office Name	Lwe Division, Krishibhavan, Sector 10a, Gandhinagar
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :jda-lwe-agri@gujarat.gov.in Buyer Email id: dda-sc-agri@gujarat.gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 km x 320 hours; Local 24*7
अनुबंध अवधि /Contract Period	11 Month(s) 4 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)
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
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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

बिड विवरण/Bid Details	
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	3
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	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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)	302500
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

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

लाभार्थी /Beneficiary :

Assistant Director of Agriculture (Chemist), Cardex No.-73
Office of the Deputy Director of Agriculuture (S.C.), Sector-15, Gandhinagar
(Maheshkumar V Desai)

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%	20
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 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.
2. 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.
3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs from the State of Bid Inviting Authority 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/ State of Bid Inviting Authority. 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, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 20% (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 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 and its subsequent Orders/Notifications issued by concerned Ministry. Benefits of MSE will be allowed only if seller/service provider 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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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):1

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1

Minimum years (up to 5 years) of experience in related field:0

Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:1

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

Geographic Presence in States: Main branch office in Gujarat State. Submit proof Electricity bill/Gst Certificate, Rent agriment

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::0

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package:0

Scope of Work:1793951297.pdf

Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 Km X 320 Hours; Local 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 Swift , Maruti Suzuki Dzire , Maruti Suzuki Ertiga
Usage Variant	2500 km x 320 hours

विवरण/ Specification	मूल्य/ Values
Type of Service	Local 24*7
Year of Vehicle Model	2021
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	CNG
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

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	Patel Riteshkumar Dahyabhai	382016,OFFICE OF THE DEPUTY DIRECTOR OF AGRICULTURE SOIL COORDINATOR NR G 5 CIRCLE SECTOR 15 GANDHINAGAR GUJARAT	1	• Duration in Months for which service is required : 11

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

1. **Generic**

   OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Generic**

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

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

3. **Service & Support**

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

4. **Service & Support**

   AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

5. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. **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.

7. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

V Buyer added Specific Additional Terms and Conditions

1) The bidder must submit undertaking for Not Blacklisted & Not Banned since last 10 years by any Central / State Govt Organization / PSU / Public Listed Company or institute in format-1 as per the Buyer uploaded ATC document.

2) The bidder must attach GST Certificate as an address proof for his/her functional office in Gujarat State.

3) Certificate for submission of original documents must be submitted by the bidder in the format-2 as per the Buyer uploaded ATC document.

4) Bidder must provide Self declaration for Authorised Signatory Letter for all submitted documents in the format-3

5) as per the Buyer uploaded ATC document.

6) The bidder has to submit financial standing certificate in the format-4 as per the Buyer uploaded ATC document.

7) The Bidder must submit all the terms and conditions of bid ATC on the letter pad of his firm with his authorised signatory.

8) The jurisdiction for settlement of any legal dispute shall be referred to the D

istrict Court, Gandhinagar, Gujarat and the decision of the court will be final.

9) Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years among FY 2023-24 and FY 2024-25 and FY 2025-26 and FY 2026-27 should be double than the bid value mentioned in the bid document (As per Gujarat State Procurment Policy 2024 Clause No. 3). 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 are 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.

10) The price and amount quoted by the bidder shall include all applicable taxes or charges of the state or central department or the local bodies on the components and any other expenses if applicable.

11) EFT (ELECTRONIC FUND TRANSFER) Mandate form must be attached.

12) Payment will be released only after satisfactory delivery of the services as required at our office/institute.

13) Payment may be delayed, if unavailability of grant and payment will be released through government portal.

14) Our institute retains the right to cancel the bid at any stage.

15) The buyer reserves the rights to extend or end the service of contract period at any time after award of contract.

16) Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, If :

i) The Seller fails to comply with any material / service term of the Contract.

ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

iii) The Seller fails to deliver the Material(s) or any part thereof within the stip

ulated Delivery Period and/or to replace/rectify any rejected or defective M aterial(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the S eller.

vii) The Seller has misrepresented to Buyer, acting on which misreprese ntation Buyer has placed the Purchase Order on the Seller.

17) Duration of the service contract may be extended up to 25% beyond the initial contract duration (subject to satisfactory performance and mutual consent).

18) If any of below mentioned certificates/ details not given by the Bidder, wil l be disqualified from the bid.

Bidder will be rejected due to reasons mentioned below

1. **Non submission of required Documents**
2. **Conditional and / Or vague offers**
3. **Submission misleading/Contradictory/ False statement/ informati on and fabricated/ invalid documents**
4. **Bid document not uploaded properly**

19) The bidder is liable to be the rejected/disqualified, if the bidder uploads unreadable and additional documents other than those requested.

20) As per Gujarat State Procurment Policy 2024 Clause No. 4 (B) Bidder mu st submit EMD in physical form (3% of Bid value) to buyer from BID published date to BID end date/Bid opening date mentioned in BID documents, if bidder will not submit EMD in stipulated time period they are liable to disqualify fro m bid. (BID will not be considered for evaluation without physical submission of EMD). If any party seek Exemption from EMD then they have to submit Udy am registration and CSPO / NSIC registration certificate.

21) As per Gujarat State Procurement Policy 2024 Clause No. 5, In Tender Pr ocess for L-1 Bidder (Lowest Bidder) Security Deposit will be charged 5% of B

id value. Bidder must submit e-PBG in physical form within 15 days of award of contract. If any party seek Exemption from e-PBG then they have to submit Udyam registration and CSPO / NSIC registration certificate.

22) Service providers should be willing to provide and operate (preferably Mahindra Bolero B4 – Diesel, Mahindra Scorpio, Mahindra XUV 500, Maruti Suzuki Ertiga SHVS LXI – Petrol, Chevrolet Tavera with good ground clearance for basic need of office work in Gujarat state (Including farmer field area).

23) The field vehicle supplied by the service provider has to be of good road worthy condition with proper fitness certificate for field work. Any repairs pertaining to running of vehicle in the field has to be cleared/solved by service provider immediately on demand by officers

24) Licensed Driver with minimum of Three years driving experience has to be deployed by the service provider.

25) No boarding or lodging or any other charges like overtime will be paid to drivers. The service provider has to make the necessary arrangements for the driver to arrive at the office or place asked by the officer at the regular time.

26) Registration: The vehicle must be registered as a commercial vehicle with the Regional Transport Office (RTO).

27) Insurance: Comprehensive insurance covering third-party and occupants is required.

28) PUC (Pollution Under Control): The vehicle should have a valid PUC certificate.

29) Permit: A valid permit for commercial operation is required.

30) Any toll tax will have to be paid by the service provider.

Format-1

Undertaking for No Blacklisting & No Banning

Dated:

To,

The Deputy Director of Agriculture (S.C),

Central Agriculture Input Testing Laboratory Campus,

Sector-15, Gandhinagar, Gujarat

Sub: Bid for Monthly Basis Cab & Taxi hiring Services.

Ref: Bid No. …… Date: ……..

I / We further declare that presently our Company is not blacklisted or debarred since last 10 years by any Central / State Govt Organization / PSU / Public Listed Company, and not have any conflict of inter est.

If this declaration is found to be incorrect then without prejudice to any other action that may be take n, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

(Signature & Seal of Authorized Signatory)

Name of Authorized Signatory:

Designation:

Address:

Date:

Place:

–

Format-2

Certificate for submission of original documents

Ref No.: Bid No. …….. Date: ……..

To,

The Deputy Director of Agriculture (S.C),

Central Agriculture Input Testing Laboratory Campus,

Sector-15, Gandhinagar, Gujarat

All the submitted documents or certificate are original and no addition or fabrication was done. If, any provided document or certificate was found fa

ke, we are fully responsible for that and our bid is l iable to be disqualified without any reason.

(Signature & Seal of Authorized Signatory)

Name of Authorized Signatory:

Designation:

Address:

Date:

Place:

Format-3

Self-Declaration with Authorised Signatory

Ref No.: Bid No. …… Date: …….

To,

The Deputy Director of Agriculture (S.C),

Central Agriculture Input Testing Laboratory Campus,

Sector-15, Gandhinagar, Gujarat

I ……. here by authorise to self on behalf of our organisation …….. (Firm Name).

I certify the physical verification of the applicant and confi rm that the information submitted by me is correct to the best of my knowledge.

(Signature & Seal of Authorized Signatory)

Name of Authorized Signatory:

Designation:

Address:

Date:

Place:

Format-4

Bidder’s Financial Standing Certificate

Ref No.: Bid No. …… Date: ……

To,

The Deputy Director of Agriculture (S.C),

Central Agriculture Input Testing Laboratory Campus,

Sector-15, Gandhinagar, Gujarat

I …… Hereby declare that we are neit her under liquidation, court receivership or similar procee dings nor we are bankrupt. In case of any such event is fo und during bid evaluation and award of contract, I/we hav e no any objection if our tender is rejected from your side.

(Signature & Seal of Authorized Signatory)

Name of Authorized Signatory:

Designation:

Address:

Date:

Place:

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अस्वीकरण/**Disclaimer**

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

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

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

---धन्यवाद/Thank You---