

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-02-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-02-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	South Eastern Railway
कार्यालय का नाम/Office Name	Pce Office South Eastern Railway Hq Kol
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 1500 km x 400 hours; Outstation 24*7
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	11 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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	Experience Criteria,Bidder Turnover,Additional Doc 1 (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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	2112000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	42300

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 कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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.

लाभार्थी /Beneficiary :

FA and CAO/SER/GRC/KOLKATA
SOUTH EASTERN RAILWAY, Indian Railways, South Eastern Railway, Ministry of Railways
(Fa And Cao/ser/grc/kolkata)

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 को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.

This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Monthly Basis Cab & Taxi Hiring Services - MUV; 1500 Km X 400 Hours; Outstation 24*7 (2)

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 , Mahindra Imperio , Tata Xenon Yodha , Mahindra Bolero Maxitruck
Usage Variant	1500 km x 400 hours
Type of Service	Outstation 24*7
Year of Vehicle Model	2025 , 2024 , 2023
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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Raju Kumar Sharma	834003,DRM OFFICE COMPLEX, PO-RAILWAY COLONY HATIA, Near Railway Station Hatia, RANCHI	2	<ul style="list-style-type: none"> 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: 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, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **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.

3. **Past Project Experience**

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

4. **Service & Support**

In the event where the distance travelled exceeds the monthly usage variant, amount will be paid for additional Kms as per schedule. Similarly, the unused Kms in a particular month as against the minimum guaranteed usage variant will be carried forward to the next month and additional Km if any in the next month shall be adjusted against this. However, the payment for the selected usage variant in a month will be paid every month." Further, the unused Kms in a particular month shall not be carried forward or adjusted beyond 6 months

5. **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

FA and CAO/SER/GRC/KOLKATA

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.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL SPECIAL CONDITIONS OF VEHICLE HIRING CONTRACT FOR MUV

- 1) **The 02 Nos. MUV Vehicles are required for SSE(P.Way)TIS and SSE(P.Way)RNC with staff for two years (24 months).**
- 2) The time of completion of the work will be given in the bid document.
- 3) The Commercially Registered vehicle should be less than three years old. The age of the vehicle should be counted from the date of publication of Notice Inviting Tender (NIT) in Gem Portal. It is to be certified by concerned executives or supervisors at the time of submission of log book.
- 4) The rate includes all major/minor repairs serving of Commercially Registered vehicle, cost of fuel, lubricants and any other consumables required from time to time. Driver's salary and all allowance, all taxes, duties, incidental charges, penalties etc. as imposed by Central/States/Local Government bodies for running of Commercially Registered vehicles to be borne by the contractor without any liability on Railways.
- 5) If the Commercially Registered vehicle is out of order, an alternative Commercially Registered vehicle in good condition has to be temporarily made available to the **user**, failing which a Commercially Registered vehicle will be hired from the open market and the actual payments made for the same along with a token penalty of **Rs. 5000/- per day** will be recovered from the dues payable to the contractor.
- 6)
 - (i) The vehicle should be made readily available from 7.00 AM to 07.00 PM normally. However, railway can ask for any hours to any hours as per its requirement with the Driver, fuel and all necessities etc. No extra payment shall be made for extra hours, night allowance etc.
 - (ii) Any less utilization on hourly basis in any day will be carried forward to next month. Similarly, any extra hour is utilization will be adjusted in next month.
 - (iii) Contractor will be paid only the contractual amount of this instant ten

der. Parking fees if any, shall be borne by the contractor and the contract or shall bear all costs for fuel/lubricants, running repairs, servicing, vehicle or accessories, major repair, overhauling and servicing, maintenance of the vehicle and the Octroi toll tax as and when required.

- 7) No accommodation will be provided by the Railway to the driver, he has to make his own arrangements for boarding and lodging.
- 8) The contractor shall be completely responsible for safe running of Commercially Registered vehicle. Railway will not be responsible for any loss, damages, repairs, maintenance or accident to the Commercially Registered vehicle or Driver.
- 9) For the purpose of payment, the garage of Commercially Registered vehicle will be considered at office of concerned SSE/P.Way, irrespective of actual location of garage, and no payment will be made for journey from actual garage to office of concerned SSE/P.Way.
- 10) Driver of the Commercially Registered vehicle shall maintain a Log Book indicating following particulars- (a) Date (b) From and to (c) Km (d) Name of the Railway official using (e) Signature (f) Remarks.
- 11) Payment of hire charges will be made **quarterly** after due verification of logbook as necessary by the Railway official.
- 12) Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost. Payment of driver should be made in bank account only. Photo copy of the pass book must be produced at the time of quarterly payment. In case of failure to produce passbook then 60% payment will be made of the bill of that month.
- 13) The driver should have the valid driving license and Commercially Registered vehicle should be insured against Accident etc. as per rules and statutory obligations.
- 14) **INDEMNITY:** The contractor shall at all times indemnify the Railway Administration against all claims which may arise due accident or otherwise

or due to the breach of the terms and conditions mentioned herein and/ owing to any sort of act of commission on the part of the contract during the currency of this contract.

- 15) That the contractor agrees to indemnify the Railway Administration against all claims for compensation by or on behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the workmen's compensation Act. VIII of 1923 and the Railway Administration will be entitled to deduct from any sum of money due or payable to the contractor the amount of compensation thus payable, under the terms of section 12 of the said Act. Together with all or any cost incurred by the Railway Administration in such connection and the contractor further agrees that the decision of the Engineer-in-charge with respect to the amount of such indemnity shall be accepted by him finally.
- 16) Railway in no case is responsible for any legal matter arising due to State/Central Govt. laws in matter of employment of driver by own of the Commercially Registered vehicle or in respect of any other matter.
- 17) All other charges of Central Govt./State Govt./any other authority, if any, are borne by the successful tenderer.
- 18) Model of Commercially Registered vehicle to be supplied will be as per Tender Notice.
- 19) Quantities provided in the schedule are likely to vary by 25% on either side.
- 20) The road Commercially Registered vehicle should be in good condition.
- 21) Seats of the Commercially Registered vehicle must have white cloth covers, which must be washed regularly.
- 22) Driver must always carry his Driving license.
- 23) Driver must always wear proper uniform and should be in clean condition.
- 24) The Commercially Registered vehicle provided will be solely for the use of railway officials and cannot be used by the contractor or any other purpose/commercial use.

- 25) "Govt. of India" board should be fixed on the Commercially Registered vehicle prominently.
- 26) Documents to be submitted by the contractor before execution of agreement
- (i) Valid driving license of the driver.
 - (ii) Valid insurance papers covering 3rd party against accident etc. as per rules and statutory obligations.
 - (iii) Valid registration of the vehicle under commercial category.
 - (iv) Fitness certificate of the vehicle being provided.
 - (v) Valid Pollution Certificate.
- 27) It is the responsibility of the contractor for validation/revalidation of the certificates mentioned above during the currency of the contract.
- 28) The contractor shall maintain proper communication with the vehicle users regularly. He shall also advise them some contact phone numbers where they can contact the contractor or his responsible representative within 24 hours to pass on any message or information during as well as outside office hours.
- 29) In case of unsatisfactory service day to day of the following reasons, a deduction of the flat rate of Rs.5000/- per day shall be made. i) Beyond one hour late from stipulated reporting time will be treated as absent. ii) Vehicle being more than three years old. iii) Driver not well disciplined, not appropriately dressed. iv) Vehicle not properly maintained and kept up e.g. in interior and or exteriors not cleaned, body condition not proper, interior not well furnished, vehicle equipments or accessories not functioning properly. v) Vehicle not displaying, Govt. of India on Duty board on front and rear. vi) Driver not having mobile phone in working condition.
- 30) Vehicle supplied by agency without fuel will be treated as absent for that day. Rs.5,000/- per day penalty will impose in no fuel situation. Driver should keep record of fueling being done. It must be ensured that vehicle should reach to officer/staff only with full fueling condition, driver should not carry the officer/staff on any fueling station for fueling of vehicle. A penalty of Rs.5,000/- per occasion will be recovered if driver will carry the vehicle to any fuel station for fueling purpose.

- 31) No extra payment shall be made on account of increase/decrease in the rate of Fuel, lubricants, labour wages or any other taxes etc. No extra payment shall be made for use of vehicle on holidays and Sundays.
- 32) Railway reserves the right to decrease/increase the number of hired vehicle at any time during currency of contract.
- 33) In case the vehicle is detained out of station overnight, the railway will provide no accommodation & no night duty allowance nor any compensation or whatsoever for driver and contractor.
- 34) No alteration is allowed in the agreement unless entered through subsidiary agreement signed by both the parties.
- 35) Any claim, compensation arising out of any accident/injury to any person/party will be the liability of contractors and / or any litigation arising out of running /accident of vehicle or due to the person employed by the contractor etc. shall be dealt by contractor himself at his own cost. Railway will not bear any liability on any account.
- 36) The contractor shall ensure that all the meters particularly the Milometer/Speedometer and other devices of vehicle are always in working condition. In case of any defect, the contractor at his own cost may rectify the same. For the interim period the contractor shall arrange another vehicle so that the Railway's work does not get hampered.
- 37) The contractor shall provide a spare wheel and necessary tools in good working condition.
- 38) In the event of the breakdown of the vehicle en-route, the cost and responsibility of transporting the incumbent of the vehicle to his destination shall be borne by the contractor. The contract shall be governed by the Standard General Conditions of Contract- Apr -2022 correction slips thereof.
- 39) First Aid Box with all necessary consumable items should be made available all the time by the Contractor and periodically he/they should inspect and recoup the same and necessary entry should also be made in Log Book. The drivers and passengers safety belts should also be provided by the contractors. Damaged, broken and over aged belt should also be replaced by the contractor.

- 40) The tenderer / contractor should submit the certificate regarding the calibration of Speedo meter, as and when demanded by the concerned officer using the vehicle.
- 41) Availability of mobile phones with the vehicle drivers is compulsory. Mobile should be complete with live SIM Card & Driver must response the phone as and when called by the controlling officer even at night in case of urgency. The cost of the same will be borne by the contractor and for which no extra payment is payable by the Railway.
- 42) Frequent change of driver is not acceptable. Prior intimation to executive before changing of driver is mandatory. At least 3 days before change of driver, intimation is required to competent authority.
- 43) The driver of every vehicle must deposit any proof of identity like Voter card/Adhaar card etc. as an original copy till completion of contract. It will return to concerned drivers after completion of currency of contract.
- 44) Cost of FASTags/Night charges/Octroi/Toll Tax/ Parking Charges/Driver allowances or any other charges shall be borne by the service provider. No extra charges will be payable other than finalised contract rate. Mandatory FASTags experience shall be borne by the service provider, Railway will not bear any such type of cost. Non-compliance of this condition a penalty of Rs.5,000/- per occasion will be imposed.
- 45) Firm must submit vehicle details for the tendered vehicle within 15 days after issuance of Purchase Order.
- 46) Monthly salary payment to all the drivers must be paid through online. Necessary documents for payment/receipt like RTGS/UPI/Pass book etc. to be submitted along with logbook. Any delay beyond monthly cycle for drivers salary payment, per day penalty of **Rs.5,000/-** will be recovered till the date of salary payment. This will be applicable to all the driver.
- 47) Minimum wages must be paid to all the driver else penalty of ₹25,000/- per month per driver will be recovered.
- 48) The driver should have the valid driving license and Commercially Registered vehicle should be insured against Accident etc. as per rules and statutory obligations.
- 49) The bidder must arrange provident fund & ESIC registration for all the drivers. The deduction of provident fund & ESIC need to be provide during the passing of bill.
- 50) Availability of mobile phones with the vehicle drivers is compulsory. Mobile should be complete with live SIM Card & Driver must response the phone as and when called by the controlling officer even at night in case of ur

gency. The cost of the same will be borne by the contractor and for which no extra payment is payable by the Railway. Non-compliance of this condition a penalty of Rs.5,000/- per day will be imposed.

51) **Forms of 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 **FA and CAO/SER/GRC/KOLKATA** 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 21 (Twenty-one) days from the date of award of contract. Extension of time for submission of PBG beyond 21 (Twenty-one) days and upto 60 days from the date of award of contract may be given by the Authority. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day after the date of award of contract. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PBG can be accepted on the next working day. **In all other cases, if the Contractor fails to submit the requisite PBG even after 60 days from the date of award of contract, the contract is liable to be terminated.** In case contract is terminated, railway shall be entitled to forfeit EMD and other dues payable to the contractor against that particular contract, subject to maximum of PBG amount. The failed Contractor shall be debarred from participating in re-tender for that work.

52) **Special Condition of Contract for any financial documents attested/certified by CA:** -

The balance sheet and all other financial documents attested/certified by CAs to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN, failing which the offer is likely to be rejected without any further reference. (Authority: CE's letter No.- CE/G/Arb& Cont. Mgt./Tender Circular/Pt.1/317, Dated: 11.03.2025)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. 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 catalogs 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 within 4 days of bid publication on GeM. 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 [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---