

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-05-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-05-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Railways Public Sector Undertakings
संगठन का नाम/Organisation Name	Rites Limited
कार्यालय का नाम/Office Name	Rites Ltd
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 km x 320 hours; Outstation
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	19 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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	No
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

<b>बिड विवरण/Bid Details</b>	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	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। / <b>Minimum number of bids required to disable automatic bid extension</b>	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
लागू आरसीएम/RCM Applicable	Yes
बिड का प्रकार/ <b>Type of Bid</b>	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>	491400
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>30</b> days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	AXIS BANK LTD
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
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.

**लभार्थी /Beneficiary :**

GM & PU Head  
Rites Ltd, Railways Public Sector Undertakings, RITES Limited, Ministry of Railways  
(Sudipta Pal)

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details**

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

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. 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.
4. 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.
5. 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.
6. 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.

**जीएसटी की धारा 9(3)/Section 9(3) Of GST**

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller,

seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

### जीएसटी की धारा 9(3) / Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Minimum years (up to 5 years) of experience in related field:3**

**Geographic Presence in States:**Yes required.

**Scope of Work:**[1777523883.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 Km X 320 Hours; Outstation ( 1 )**

### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Swift , Maruti Suzuki Dzire , Hyundai Xcent
Usage Variant	2000 km x 320 hours
Type of Service	Outstation
Year of Vehicle Model	2024 , 2025
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Any
<b>एडऑन /Addons</b>	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	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	Birendra Kumar	814101,Aarti Vatika, Garand Estate, Dumka, Jharkhand - 814101	1	<ul style="list-style-type: none"> <li>Duration in Months for which service is required : 12</li> </ul>

#### 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **BID DOCUMENT TERMS CONDITIONS**

##### **(A) General:**

- Name of Work:** Empanelment of agency for providing taxi services for day to day official use by officials of RITES Limited. - **For 1 no Vehicle at NUPPL-Dumka Site Project of RITES Ltd.**
- Estimated Cost of Work:**  
Estimated cost for 1 no vehicle - Rs. 4,91,400/- (Inc GST)
- Time for Completion:** The tender is invited for a period of 12 months of service.

##### **(B) Details of Vehicle Particulars:**

SI No	Particulars	Details
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1	Nos of Vehicle	1 no at NUPPL-Dumka Site Project of RITES Ltd.
1	Type of Vehicle	SEDAN (Honda AMAZE , Maruti Suzuki DZIRE, , Hyundai XCent or equivalent model in prices)
2	Registration of vehicle	Not more than 2 years old, Registration April' 2024 onwards, or latest. (Commercial Yellow Number plate)
3	Package	2000KM X 320HRS
4	Type of Service	Outstation
5	KM Travelled	Upto 50000KM
6	Ac/Non Ac	Non - AC
7	Fuel Type	Petrol / Diesel / CNG. (In case of CNG fuel, only company fitted CNG vehicle to be provided)
6	Extra per km charges	Extra running will be paid additional @ Rs. 12.00 per km including GST beyond 2000km run in a Month.
7	Extra duty Hour Charges	Extra duty hours will be paid additional @ Rs. 50.00 per hour including GST beyond 320 hrs in a Month.

**(C) Qualification Criteria:**

Annual Turnover	The minimum average annual financial turnover of the bidder during the last three years ending on 31 <sup>st</sup> March of the previous year is not less than <b>Rs.19 Lakh</b>
Past Experience	The bidder must have experience for three years For providing similar type of service to any central State Government organisation / PSU / Public Listed Company. Copies of relevant contracts orders are to be uploaded along with bid in support of having provided services including work completion documents
Geographic presence in states	The bidder shall have an office within states
Exemption	Complete exemption for MSE - Turnover & Past Experience.

**Terms & Conditions:**

**Annexure-A**

**1)** The rate quoted by you & accepted by RITES Ltd are inclusive of all taxes /duties and GST and all charges, levies etc. and the rate shall be remained firm till completion of entire works in all respects and you will not be permitted to sublet the contract or any part thereof.

Ø **Working Hours & Running KM Package:** This package considered total running kilometer 2000 km and total working hours 320 hours (i.e. 2000kmx320Hrs, Outstation) in a month including driver wages and maintenance, fuel and lubricants etc. (Driver wages will be based on 320 hrs.)

Ø **Vehicle Running:** The vehicle will run specifically Dumka, Jharkhand and its adjacent area. The vehicle may be run outside Dumka as when required as instructed by Officer in Charge. Starting KM of vehicle will be recorded / counted from site office at Raghunathpur or as per the directions of the officer in Charge.

**2) Extra Run:** GeM terms and condition in this case is null and void. Extra running beyond will be paid additional @ Rs. 12.00 per kilometer (km) including GST beyond 2000 km run in a Month in line of above.

**3) Extra Duty:** GeM terms and condition in this case is null and void. Extra duty hours will be paid additional @ Rs.50.00 per hour including GST beyond 320Hrs in a Month.

**4) Maintenance, repair and other charges:** All types of repairing service provided by the successful bidder shall be done by him at his Own cost and Monthly 01 (one) day will be allowed for Repairing and Maintenance preferably on non-working day beyond duty hours. If there is any repair / breakdown of for more than 3 hours or in case of absence, applicable amount shall be deducted on pro-rata basis from your bill. Any other charges related like RTO, Insurance, Tax etc. will be paid by the successful Bidder.

Any penalty/fine imposed by State Government official's authority due to non-compliance of statutory rules/safety rules & regulations etc. shall be borne by the service provider and will be solely responsible for follow up of the case arising due to such situation and RITES will be in no way responsible for such act.

**5) Log Book:** Log Books shall be maintained to record the operation time shall be signed by RITES authorized representative. The bill shall be made on the basis of record in the Log Book. The mileage & time reckoning shall be recorded / counted from residence of RITES Officer in Charge.

**6) Safety Rule:** Successful bidder has to follow all safety precautions rules as imposed by Central/State Govt. time to time.

**7) Security of Vehicle:** Security of the Vehicle deployed at site will be in bidder's scope, nothing will be charged to RITES on this account under any circumstances whatsoever. In case of any accident to the vehicle, it will be the responsibility of the bidders or his representative to lodge FIR etc. with police. All RTO issues and Traffic violations are to the account of successful bidder. In such cases Driver's responsibility if any shall be taken care by bidders only

**8) Contract Period:** Contract Period is for 07 (Seven) months from date of start.

**9) Controlling Officer:** Birendra Kumar, DGM(Civil), RITES Ltd, at Dumka Site of RITES Ltd, will be controlling officer or any other person duly authorized by RITES Ltd will be the Officer for the above work. In this connection, all communication & guidance for this work shall have to be dealt with him in the above address.

**10) Vehicle and Driver:** The Model of Vehicle considered for this bid as mentioned in the bid or equivalent vehicle specification and vehicle should be commercial registration of **April' 2024** or latest. Bidders should quote the rates accordingly. Driver and vehicle should not be changed frequently especially in case of vehicle on monthly basis. If any most unavoidable to circumstances bidder can change the driver / vehicle if required, but compulsory prior intimation should be given to the user concerned officials. Driver shall be supplied by bidder. Bidder shall submit the Driver's Valid documents required to owner for Making Gate Passes. Whenever Main Driver is in leave, bidder needs to arrange Proper alternate driver without any extra cost to owner. If the vehicle not available due to driver absent, then the same day will be treated as no work no pay for both the driver and vehicle hire charges.

Ø **It is mandatory to upload commercial registration certificate of the vehicle as per requirement of the bid.**

Vehicle provided by the service provider should be neat and clean. Curtain / Sunshade must be provided in the windows. White color seat covers are to be provided. Driver mu

st be well known for the roads in the locality. Driver should be well dressed and good behavior.

- 11)** In case of breakdown of the vehicle, the contractor shall provide the replacement (of same category vehicle) with a reasonable time falling which the touring executive will be entitled to hire any vehicle and complete the journey and amount thus incurred shall be recovered from the bills of the Contractor.
- 12)** All kinds of repair / maintenance costs, charges of fuels, oil, lubricants, mobile phone charges, fee towards license/registration, challans, salary/overtime of the driver, upto date comprehensive insurance / Pollution certificate etc. are responsibility of the contractor and shall be borne by the contractor throughout the duration of the contract.
- 13)** The contractor shall ensure compliance of all applicable laws such as Motor Vehicle Act and adhered to legal and labour provisions provided by the Govt. of India/State which shall include income Tax, Accidents, Employee State Insurance, Provident Fund, Minimum Wages Act, Contract Labour and abolition Act etc. The contractor shall provide all the necessary details as required by RITES for passing bill/invoice.
- 14)** The contractor shall ensure that only payroll drivers should be deployed for duty. The drivers should be in proper uniform with name badges and photo identity card.
  - 15)** Along with every monthly bill of vendor is supposed to get certification from the user that the vehicle assigned is not more than 2 years old model and having valid PUC.
  - 16)** The contractor shall ensure that vehicles and the drivers are dedicated to the officer with whom vehicle is attached and changed only with their prior consent and with advance notice of at least 3 days, except in emergencies. Frequent changing of drivers of a kind bringing drivers from far off places without proper knowledge of roads and driving skills shall not be resorted to.
- 17) The penalty for some of the defaults is as under:**
  - a) Late reporting - 100/-Per day.
  - b) Non-reporting - 1000/- Per day
  - c) Refusal of duties - 500/-Per instance
  - d) Change of drivers without prior intimation/ Providing improper drivers - 500/- per instance in case of non-reporting the per day rent for Vehicle on pro-rata basis will be deducted apart from the above penalty.
  - e) Unclean vehicle or seat covers/ smell in the vehicle-(i) Rs.50/- for the first day (ii) Rs. 200/- per day for the second consecutive day and beyond as pointed out by the controlling officer of the vehicle.
  - f) On misbehavior by the Driver: - Rs.500/- per default, if the misbehavior continues, then the driver will have to be changed by the contractor. If the contractor does not change the driver within 3 days' time, the vehicle will be sent back and a taxi may be hired. The payment of such taxi will be borne by the contractor along with a fine of Rs.200/- daily;
  - g) Recurrent malfunctioning/ dissatisfactory condition of the vehicle:- The vehicle will be returned. A vehicle may be hired by the concerned officer/ office, payment of which will be borne by the contractor along with a daily fine of Rs.500/- till such time a proper vehicle is provided by the contractor
- 18)** During the contract period if any of the vehicle is seized/detained/ impounded by the Police, Transport Officer or any other Authority for any reason whatsoever, it will be at the sole risk responsibility of the contractor, who shall immediately provide another vehicle of the same seat capacity in lieu thereof, otherwise a penalty of Rs.1500/- per day will be imposed. Copies of Valid Registration Certificate, insurance, Taxes & pollution clearance to be submitted immediately after issue of LOA/WO at the time of providing vehicle and the charges for these to be borne by the agency. The vehicle should be in the name of service provider/Owner of travel agency.

Vehicle must be registered as per motor vehicle Act and have relevant permit with We

st Bengal State Govt. Transport Authority, Expenditure towards registration of vehicles , Road Tax, Commercial Vehicle Tax permit etc. with state Govt. Transport Authority will be borne / settled by the owner of vehicle during the contract period.

- 19)** Price: Rate quoted shall remain firm without any escalation on any account till the completion of Job and the order is executed in all respects.
- 20)** For violation/breach of any of the condition of the contract: - Rs.1000/- per default and /or Termination of the contract/forfeiture of Performance Security. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Government and the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority entering into the agreement.
- 21) Performance Security:** Performance Security @3% of the value of contract required to be submitted by successful bidders after award of contract. In case of any extension of contract obligation period, the seller shall be liable to suitably extend the validity of the Performance Security.
- In order to have a secured IT enabled confirmation of BGs from system of issuing Bank to RITES using SFMS facility through Indian Bank, following conditions shall apply: -
- a) Bank Guarantee issued by issuing Bank must be routed through SFMS platform and IFN 760 must be sent from issuing Bank to Indian Bank. In case of extension, BG must be routed through SFMS platform and IFN 767 must be sent from issuing Bank to Indian Bank.
  - b) Bidder shall submit to RITES LIMITED the copy of SFMS message as sent by issuing Bank branch along with the original Bank Guarantee or extension of BG as the case may be.
  - c) Particulars of RITES' Bank are provided below so that the bidder can share these particulars with their bank guarantee issuing Bank.

Bank details are as follows:

- i. Bank address: Indian Bank, GF-3 Block B, Vipul Square, Sushant Lok, Phase-I, Gurgaon.
- ii. Bank account No:6597266376
- iii. Branch IFSC: IDIB000S149
- iv. Branch MICR code: 110019038

In case, the bidder shows its inability to submit the bank guarantee from Issuing Bank, which is

SFMS Compliant, RITES may accept paper Bank Guarantee sent to RITES directly by the issuing Bank under Registered Post (AD) / Speed Post / Courier / By Hand. However, a declaration that none of their banks branches is SFMS compliant shall be obtained with such Bank Guarantees.

- 22)** Payment Terms: Payment will be made within 30 days from the date of submission Ta

x Invoice along with copy of Log sheet. No advance payment shall be entertained.

- 23)** Income Tax: Income tax will be deducted from bill as per Govt. rules.
- 24)** Right to accept or reject the offer: The Company reserve the absolute right to reject a ny or all offers and /or to cancel the Tender without assigning any reason whatsoever, thereof. The Tenderer whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the offer to the Company. RITES has right to terminate the contract in any time with or without notice period.
- 25)** Other Terms and Conditions will be governed by extant rule available in GEM.

## 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 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---**