

बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 09-03-2026 18:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 09-03-2026 18:30:00 |
| 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; Local |
| 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) | 15 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 |
| 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,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 |

बिड विवरण/Bid Details

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| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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 | 3 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 1 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | No |
| बिड का प्रकार/Type of Bid | Two Packet Bid |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

| | |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

ईपीबीजी विवरण /ePBG Detail

| | |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

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 |
|---|-----|

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|--|-----|
| 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. 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 - Sedan; 2000 Km X 320 Hours; Local (1)

तकनीकी विशिष्टियाँ /Technical Specifications

| विवरण/ Specification | मूल्य/ Values |
|--|---|
| कोर / Core | |
| Vehicle Type | Sedan |
| Type of car (Please select at least 3 options) | Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent , Tata Zest , Nissan Sunny , Hyundai Aura |
| Usage Variant | 2000 km x 320 hours |

| विवरण/ Specification | मूल्य/ Values |
|------------------------------|--------------------|
| Type of Service | Local |
| Year of Vehicle Model | 2025 , 2024 , 2023 |
| Km Travelled | Upto 50,000 Kms |
| Air Conditioning Requirement | A/C |
| Area of Operation | Plains |
| Fuel Type | Any |
| एडऑन /Addon(s) | |

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

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

अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

| क्र.सं./S.N o. | प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | संसाधनों की मात्रा / Number of Vehicles Required | अतिरिक्त आवश्यकता /Additional Requirement |
|-------------------|--|---|---|---|
| 1 | Pushpraj | 380005,4D, Square Mall, Opposite Vishwakarma Engineering College, Motera, | 1 | <ul style="list-style-type: none"> Duration in Months for which service is required : 12 |

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

ADDITIONAL TERMS AND CONDITIONS FOR VEHICLE TENDER

- The contract shall be valid for a period of 12 months which will be starting from 14th March 202**

6 up to 13th March 2027. The Vehicles will be used by PU Ahmedabad and other staff at Ahmedabad for movement in Ahmedabad and nearby Ahmedabad area under PU-Ahmedabad. Vehicle will move outside Ahmedabad officially visit purpose. However, the movement of the vehicle can be as per requirements of RITES. Agency should make their own arrangement for vehicle parking at Ahmedabad

2. The vehicle should not be older than **2023 model** and also should be in good fettle, mechanically sound and recently maintained with neat and clean seat covers etc. **The vehicle should clean on daily basis. The vehicle must maintain with good fragrance on daily basis and not allowed bad smell. Vehicle Air Conditioning should be proper working condition on day-to-day basis.**

2 The Age of driver shall be up to 45 years only. The driver should not have all bad habits such as drinking, smoking, Tobacco, Pan masala etc., Strictly Not Allowed.

3. The contractor shall be responsible for providing the vehicle at any time, ever at short notice. The services should be available round the clock.

4. The hired vehicles will be used by RITES officer - **posted at Ahmedabad/Gujarat**

5. The contractor shall ensure that the Fuel tanks of all Vehicles supplied are fully filled-up with diesel/petrol/CNG before these are sent for duty, and also the vehicle shall be equipped with Fast tag facility with sufficient balance.

6. Agencies which are MSME should be registered on eTreds portal. Upload TReDs registration document on GEM portal while bidding.

6(a) presently, the following three platforms are registered with the RBI for operating as a TReDS platform: -

- 1. M/s. Receivables Exchange of India Ltd. (Known as RXIL)**
- 2. M/s. Mynd Solutions. (Known as M1 xchange)**
- 3. M/s TReDS Ltd. (Known as Invoicemart)**

Contact details of **M/s. Receivables Exchange of India Ltd. (Known as RXIL) :-**

1. Shri. Rajesh Mishra Manager -

Business Development (North) Receivables Exchange of India Ltd.(RXIL)

G-37, 1st Floor Block F, Sector-3, Noida UP-201 301 Mob.:+91 9910277829 Email: Rajesh.mishra@rxil.in Website: <https://www.rxil.in/>

Contact details of **M/s. Mynd Solutions. (Known as M1 xchange):-**

1. Shri. Manjeet Singh Assistant Manager
Mob.:+91 859293509 Email: manjeet.singh@m1xchange.com
2. Shri. Abhishek Gangwar Assistant Manager (PSU Sales)
288-A, II Floor Udyog Vihar Phase-IV, Gurgaon, Haryana 122001. Mob.:+91 8799737165 (O): 1800-103-7261
Email: Abhishek.gangwar@m1xchange.com
3. Ms. Jhalak Bajaj Senior Executive -

PSU Sales 4th Floor, Reach comercia.,

Airia mall, Sohna road sector 68, Gurugram 12210

2

Mob.:+91 8127694683

Email: jhalak.bajaj@m1xchange.com 5 / 10 Contact details

of **M/s TReDS Ltd. (Known as Invoicemart):-**

1. Shri. Anoop Mishra Manager Customer Relationship, A TReDS Ltd I Axis House I 4th Floor, Tower-4, NOIDA-UP, 201304
Mob.:+91 9667554766
Email: Anoop5.Mishra@invoicemart.com

7. During the currency of contract, vehicle cannot be used for any other purpose except for RITES.
8. The contractor shall ensure that all drivers have live mobile phone with Live internet connection so that they are contactable whenever required.
9. The driver provided by the contractor should be suitably dressed, well-mannered and well acquainted with the area. He shall attend the duty on time in proper and clean dress and with valid driving license.
10. Bills for supply of cars for any month along with signed duty slips and Log- Sheets by the user shall be preferred in the first week of the following month for payment.
11. 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 and bringing drivers from far off places without proper knowledge of roads and driving skill shall not be resorted to.

12. The penalty for some of the defaults is as under:

- a) Late reporting – Rs.100/-Per day.
- b) Non-reporting – Rs.1,000/- Per day
- c) Refusal of duties – Rs.500/-Per instance
- d) Change of drivers without prior intimation/ Providing improper drivers – Rs.500/- per instance
- e) In case of non-reporting the per day rent for Vehicle onpro-rata basis will be deducted apart from the above penalty

f) Change of Vehicle without prior intimation Rs.5,000/- every month will be recovered since vehicle change month up till Service End.

13. The contractor shall have to submit a list of all cars/car proposed to be supplied by them indicating their Make, Registration No., Model and type of fuel consumed by each car along with their letter of acceptance of this offer.
14. The contractor shall be fully responsible for safe running of vehicle. RITES will not be responsible for any losses, damage, repairs, maintenance or accident to the vehicle or driver
15. RITES Administration in no case is responsible for any legal matter arising of any State/Central Govt. laws in the matter of employment of the driver by owner of the vehicle or in respect of any other matter.
16. Minimum wages to the driver and other statutory obligations shall be met by the contractor at his own cost.
17. The contractor in addition to the indemnity provided by law shall indemnify the RITES administration against all liability whatsoever to pay compensation under Workmen Compensation Act as amended from time to time in respect of any accident/injury to any labour employed by him under this contract or compensation in respect of any claim arising out of or in the course of employment under this contract.
18. The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the permission in writing of RITES. Any breach of this condition shall entitle RITES to rescind the contract and also render the contractor liable for payment to RITES of any loss or damage arising or ensuing from such cancellation.
19. The vehicle should be insured against accident etc. as per rules and statutory obligations of transport ministry.
20. The quantities shown in the schedule are approximate and meant to give the tenders/s an idea of the quantities of work involved. RITES reserves the right to add/delete any item/s and to increase/decrease the quantities by **25 % or at least one Vehicle and vehicle can be extended further up to 3 months in the same payment and same terms & conditions if required.**
21. **The total Security Deposit amount will be deducted to 5% of the tender value of work. Security Deposit a sum at the rate of 5% of gross amount of each running bill and final bill will be deducted. As soon as Contract period is ended and after releasing of final bill payment, on request of the contractor the Security Deposit money will be released.**
22. **All Bidders has to submit EMD 2% of the estimated Bid value in prescribed format of GEM. All MSME vendor will be exempted from EMD. This ATC rule is superseding GEM portal rule.**
23. **The selected L1 Bidder has to submit Performance Security - EPBG 5% of the contract value in in prescribed format of RITES Ltd. given in Annexure-A. EPBG has to reach to Finance & Accounts of department of RITES Ltd. of WRPO at Vashi, Navi Mumbai office before First RA bill processing. This ATC rule is superseding GEM portal rule. "PERFORMANCE SECURITY" shall mean Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form as**

defined in the bid document safeguarding the purchaser's interest in all respects. This ATC rule is superseding GEM portal rule.

Such Performance Security must be submitted by Seller to the Buyer within 15 days of award of contract on GeM . The payments to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its genuineness. No interest shall be payable upon the Performance Security / PBG or any other amounts payable by the Seller to the Buyer under the Contract.

SFMS Confirmation of Bank Guarantees (BGs)

Vendor/ Contractor/ Bidder to ensure that issuance of Bank Guarantee shall be confirmed by the issuing Bank directly to the Owner **mandatorily** through Structured Financial Messaging System (SFMS), as it provides an RBI supported Integrated Platform for Bank Guarantee Verification.

BG shall only be obtained from Banks and Branches which are live on SFMS platform i.e. which have infrastructure to issue SFMS confirmation message along with the BG.

Vendor/ Contractor/ Bidder to take a print out of SFMS confirmation message from the BG issuing bank branch and attach copy of same along with the hardcopy of BG while submitting the same to RITES Ltd.

Same process has to be followed for any verification of BG amendment as well.

Henceforth, no BG will be accepted unless SFMS Delivery Report, as mentioned above accompanies it.

If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller. If the Seller duly performs and completes the contract in all respects the Buyer shall, refund the Performance Security, as the case may be, to the Seller within 30 days of completion of all contractual obligations by the Seller.

24. Notwithstanding anything contained in the other clauses of the agreement, In the event of unsatisfactory service or any failure/breach at any time by the contractor of the terms and provision of the agreement, the contract shall be terminated forfeiting the deposits i.e., PBG/SD etc. of the contractor and contractors shall have no claim whatsoever against the RITES administration in consequence of such termination of contract.

25 (a) The vehicle shall normally be made available by the Contractor for all days in a month irrespective of Saturdays, Sundays and other holidays, as per requirement of office. **The vehicle weekly off will be provided on Saturday OR Sunday as per instruction by Engineer In charge.**

25 (b) The average running of vehicle may be up to 2000 kms. (As applicable) in a month (monthly basis) and the duty hours may also exceed the limit of 320 hours in a month (monthly basis). Payment for extra Kms and extra hours, if any will be payable monthly: [1. Extra per km charges - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.5 in case of normal service and 0.4 in case of 24x7 service 2. Extra hour charges - Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours to be paid. An example of calculation for extra kms illustrated below for reference: Calculation of extra Kms cost for extra 100 kms beyond package kms:- 6 / 9 Normal Service - Package 2000 km x 320 Hours:- Package cost in INR= 50,000, Per km cost as per package ($\text{₹}50,000/2000 \text{ kms}$)=25, Multiplied by factor

0.5 = 12.5, Cost for extra 100 kms= $\text{₹}1250/-$ 24/7 Service - Package 2000 km:- Package cost in INR= 60,000, Per km cost as per package ($\text{₹}60,000/2000 \text{ kms}$)=30, Multiplied by factor 0.4 = 12, Cost for extra 100 kms= $\text{₹}1200/-$ However, buyer mentioning extra Kms or extra Hour rates in bid will supersede this clause.]

26. GST tax registration number is mandatory for all bidders and to be included in the tender document.

27. On an average, one weekly rest day for driver must be ensured, may be on Sunday or any other day as per requirement of vehicles, so that he will avail four/five rest days every month depending upon number of days in a particular month. In this way he will work 26/27 days in a particular month, irrespective of Saturday, Sunday and other Holidays, as per requirement of office. In case of driver availing leave or vehicle failure, replacement driver/replacement vehicle must be available on all days of the month. If any reason vehicle or driver is not available then replacement vehicle and/or driver shall be made available accordingly. If in case of any reason vehicle not provided by vendor then penalty as per Clause-11 will be applicable. Even if driver does not get any weekly rest in week or work

on a gazetted holiday, he will not be paid extra. Thus, extra payment would be paid only if the monthly mileage/hours were more than 2000 Kms/320 hours.

27.(a) All challans, traffic violations shall be at the cost of the vehicle supplier.

27.(b) Rate includes all Taxes, fuel Cost, License Fee, Permit Driver Wages, Repair & Maintenance except GST.

28. Rate excludes Toll Tax & Parking charges on duty.

29. Normal; duty hrs. Of driver will be from 8.00 A.M to 8.00 PM even if he works more than 12 hrs.

On any day, he will not get extra Hrs. unless otherwise the total working hrs. Exceeds 320 hrs. In a particular month. The timing of the twelve (12) hrs. Period of working may vary based on actual requirement of RITES Adminis

tration on a day-to-day basis.

30. Vehicles shall not be older 3 **years**. Vehicle should be in good condition at time of hiring and vehicle will be inspected by office manager before starting of the services.

31. Once the contract awarded to vendor/ contract that deployment schedule will be given based on the actual requirement. The vendor should deploy the vehicle only on instruction of RITES officers.

32. Vehicle shall report as per direction of user either to office or as directed by official. The starting Kms and Time of vehicle shall be recorded at the time of reporting. No Extra Kms or Time will be payable for the movement from the garage to the place of duty. The recording of the starting and ending Kms and Time for the day shall be responsibility of the driver.

33 (a). **Qualifying Criteria: Years of Past Experience required:** The bidder must have experience for number of years as indicated above in 2 / 8 bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the financial year.

33 (b). **Qualifying Criteria: 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.

33 (c). **Qualifying Criteria: Turnover:** The minimum average annual turnover of the bidder during the last three years ending on 31st March of the previous financial year is not less than four times the cost of tender.

SPECIAL CONDITIONS FOR HIRING OF VEHICLES (Part II)

- 1) Driver of the vehicle shall be equipped with all the up to all the date papers/ relevant valid RTO documents the vehicle such as driving license, registration and insurance papers like RC Book insurance certificate, PUC, fitness certificate and all the taxes, levies fees etc., paid up to date etc., The vehicles deployed on the job should be fit for all respect for operation in accordance with the prevailing motor vehicles act and rules, amended from time to time./ The contractor shall be exclusively and solely responsible for any lapse in this regard and RITES stands completely indemnified by the contractor against such defaults.
- 2) The contractor shall be liable to honor Central and State Govt. Laws, statutory rules, regulations, notifications like legislation, local self govt. Municipal requirements etc., and shall be solely responsible for any breach thereof, RITES stand indemnified against any penalty/prosecution consequent to the violation (deliberate or inadvertent) by the contractor or his employees, representatives etc., of such statutory provisions in force.
- 3) Any fine imposed on the contractor by RTO any other Govt. Rules or for any other reason (of whatsoever nature it may be) shall be paid by the contractor and no compensation on this account shall be paid by the RITES or reimbursed in any way. No liability shall be accepted by RITES for such loss sustained by the contractor.
- 4) Contractor shall ensure that all the meters particularly the kilometer and devices of vehicles are in proper conditions. In case any defects are pointed out by the RITES authority repairs and replacements should be carried out immediately by the contractor at his own cost, failing which kms, certified by the officer using the vehicle shall be final and no claim shall be entitled.
- 5) No accommodation/transportation will be provided to the driver by RITES. He has to make his own arrangement for lodging and boarding.
- 6) The contract shall be valid for a period of **12 months**. However, RITES reserves the right to extend/reduce the scope of contract with same Terms & Condition and rates, In terms of Clause-24 of the contract. RITES also reserves the right to terminate the contract if the services of the contractor are not up to the satisfaction of Engineer in charge of the Project.

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---