

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण / Bid Details</b>	
<b>बिड बंद होने की तारीख/समय / Bid End Date/Time</b>	18-05-2026 13:00:00
<b>बिड खुलने की तारीख/समय / Bid Opening Date/Time</b>	18-05-2026 13:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)</b>	45 (Days)
<b>मंत्रालय/राज्य का नाम / Ministry/State Name</b>	Ministry Of Railways
<b>विभाग का नाम / Department Name</b>	Indian Railways
<b>संगठन का नाम / Organisation Name</b>	South Central Railway
<b>कार्यालय का नाम / Office Name</b>	Chief Administrative Officer Construction
<b>वस्तु श्रेणी / Item Category</b>	Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 km x 320 hours; Outstation 24*7
<b>अनुबंध अवधि / Contract Period</b>	2 Year(s)
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़ / Document required from seller</b>	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>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?</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)
<b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>	1
<b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>	3

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
लागू आरसीएम/RCM Applicable	Yes
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	1272000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	25440

#### 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 :

DEE/C/SC

CHIEF ADMINISTRATIVE OFFICER CONSTRUCTION, Electrical branch, Annex Bldg, 3rd floor, south central railway (V.laxminarayana)

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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1. 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.

**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**

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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****Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 Km X 320 Hours; Outstation 24\*7 ( 1 )****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Mahindra Bolero Camper , Isuzu Dmax , Tata Xenon Yodha
Usage Variant	2500 km x 320 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

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	

#### 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	18%	18%	Yes

#### अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

#### प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Mattaparthi Prasadarao	500025,Room No. 102, First floor, Rail Nirman Nilayam, Secunderabad	1	<ul style="list-style-type: none"> <li>Duration in Months for which service is required : 24</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

- 1) The Vehicle hired shall be for departmental use by South Central Railway on a Regular basis. The Vehicle will be used by **DEE/C/SC V.Laxmi Narayana (9701372353)**, for official Purpose for a period of 24 months. The base location shall be Secunderabad. However, vehicle is liable to be utilized any where in South Central Rly jurisdiction. Consignee Address : O/o CAO/C/SC, Electrical Branch, Rail Nirman Nilayam, Annex Building, 3<sup>rd</sup> Floor, Secunderabad.

- 2.a) Forms of EMD and PBG: Bidders can also submit the EMD with Account Payee Demand Draft in favour of FA&CAO/C/SC, South Central Railway payable at Secunderabad. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
- b) Forms of EMD and PBG: Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of FA&CAO/C/SC, South Central Railway, Secunderabad 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 pledge. For release of EMD, 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. Bidder has to upload scanned copy / proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
- c) Forms of EMD and PBG: Bidders can also submit the EMD with Banker's Cheque in favour of FA&CAO/C/SC, South Central Railway payable at Secunderabad. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**3) The tenderer is required to upload the following mandatory documents along with the bid offer, failing by which the offer is likely to be rejected**

- a) Vehicle should be registered in the name of Tenderer and should not sublet any part of the contract. However, the Tenderer can have Lease Agreement with the owner of the vehicle/cab aggregator on non-judicial stamp paper for the tenure of the contract, which **should be submitted along with the bid**. The Tenderer is required to submit the Vehicle registration details along with supporting documents of the vehicle fulfilling the category, specifications along with the tender, failing to submit the same along with the bid, the offer will be summarily rejected. In case of lease of vehicle, driver shall be deployed by contractor and not lease vehicle owner. In case driver goes on leave, alternate driver shall be arranged without fail as the vehicle is an emergency vehicle and ready to be moved at any time of day.
- a) The vehicle provided for service should be registered as a **Commercial vehicle**. Bids of other than commercial vehicles should be summarily rejected. It should have "**Valid Fitness certificate/commercial license**" (Permit for Commercial Vehicle shall cover all States in S.C. Railway jurisdiction or as considered necessary by the Department/ Division/ Unit calling the tender from appropriate Regional Road Transport Authority of the concerned State Govt./Union Territory), **valid insurance** and should meet requirements of pollution standard etc. as per provisions of Motor Vehicle Act and fulfill any other statutory obligations as applicable including all safety approved accessories/ equipment fitted to the vehicle. Driver should have passed a minimum of 10th standard and should possess a valid driving license, Aadhar Card on his name and employee identification card issued by the Contractor at all times. **Driver should reside within 3-6 Kms range of Secunderabad. Driver should preferably possess two wheeler vehicle to commute from his residence to office. Vehicle to be parked in CAO/C/SC office parking premises only.**
- b) The vehicle proposed to be offered on hire should be in good condition and **not more than 4 years old**, on the date of opening of tender. In case of tie tenderer having less number of ongoing vehicle contracts already with them will be given preference. If there is a tie again, tenderer who proposes vehicles which is new or less aged will be given preference over other bidder.
- c) The bidder **should submit an undertaking** along with the bid that he/she is not under liquidation court receivership or similar proceedings and not bankrupt.
- d) Enclosure to Railway Board letter no.: 2024/RS(G)/164/VIG/4 dated 27/05/2025 Annexure - 1 format for certificate to be submitted/ uploaded by tenderer along with the tender documents.**[Proforma attached in bid specific SLA]**
- e) Along with tender, bidders should be advised to enclose the list of ongoing vehicle hire contracts with Railways, Other Central Government Departments, State Government and PSUs in the same city/location/agglomeration with details of Contract Period, rate per month, Vehicle Class, Model and brand, Fuel (Diesel/Petrol/ LPG/CNG/Electric/Hybrid), procurement cost (ex showroom price) etc. **Submission of this statement**, even if Nil, shall be mandatory enclosure to the tender failing which the offer will be summarily rejected. This is included so that tender committee may keep this additional data in view while deciding the reasonableness of the offer received or to break the tie. **[Proforma attached in Buyer uploaded ATC document]**

4) The vehicle should be mechanically sound and shall be well maintained with neat and clean interiors/exterior. The driver should display good behaviour and be neatly dressed. Smoking and use of cell phone during driving by Driver is prohibited. It is desirable that driver should wear proper neat and clean formal uniform with shoes. Driver will be required to carry office / other files / Luggage from vehicle to office / residence/station etc and vice versa.

5) The contractor/agency participating in the tender should normally be GST compliant regarding registration, filing of returns etc., and shall be fully responsible for the compliance as per GST Act at all times. If the Contractor falls either "below the turnover threshold for GST" or is a "Composition Taxable Person" under the CGST Act, a self-declaration should be enclosed with his offer duly supported by a certificate of turnover from a Chartered Accountant or enclosed Form, REG-06" showing as "Composition" under Type of Registration and no GST is applicable for contracts with such persons/firms. GST for vehicle rental/hire services falls under SAC code 9966, as per which, the present applicable rate is 12% (6% CGST+6% SGST) for Vehicle designed to carry only passengers where cost of fuel is included in the rate at present with eligibility for Railways to claim Input Tax Credit (ITC). The Contractor should, along with the bills, be advised that it is mandatory to enclose invoices uploaded into GSTR-1, failing which ITC cannot be claimed by Railways. All Tenderers should enclose with the tender, either the GST registration certificate (REG-06) or a self-declaration of latest turnover attested by Chartered Accountant, failing which the tender shall be considered in-valid. Any further changes in GST regulations, in future, shall be adopted accordingly.

**NOTE: The Estimated Bid value Excluding of GST**

6) The vehicle provided will be utilized in all states in the jurisdiction of South Central Railway (i.e., Telangana, Maharashtra, Karnataka & Andhra Pradesh) for official movement within the Kms limitations. Toll tax to be paid by contractor.

7) Contractor shall be responsible for ensuring compliance with the provisions related to Labour Laws (Central/State) as applicable from time to time. The employees of the Contractor shall not be deemed to be employees of the user department/Railway. Hence the compliance of the applicable Acts/Laws will be the sole responsibility of the Contractor.

8) All Hired vehicles should be equipped with prescribed emergency medical kit and a fire extinguisher as per statutory provisions.

9) The vehicle should be available on all days including holidays.(24\*7)

10) In the event of any breakdown, servicing and repairs of vehicles, the Contractor at his own cost shall make alternate arrangements by providing similar or higher class of commercial vehicle(s) for which contract is entered into. The substitute vehicle offered shall not be older than the vehicle under breakdown at any point of time during the currency of contract. Maintenance works on vehicle should be done during off-duty hours by Contractor.

11) Contractor shall be fully responsible for any repair, accident, loss, damage to the vehicle and driver. If any fine or penalty is imposed by various authorities such as RTA, Traffic Police etc for any violation such as speed, traffic rules violation etc, the same will have to be borne by the Contractor only. Contractor shall provide detailed contingency plan (in the event of mechanical breakdown etc.) for each vehicle supplied for each area of operation

12) The contractor shall be responsible for providing the vehicles at any point of time in day or night, even at short notice during any urgency/emergency. Hiring for 12 hours in a day can also mean continuous hiring for 12 hours during day or 12 hours during night. Drivers should have live mobile phone connection so that they are contactable whenever required. No advance payment shall be made and all payments released on completion of stipulated service periodically/monthly as stipulated. Whenever driver demands rest weekly once, an alternate driver shall be arranged. All tenders to take into account additional cost of driver on days regular driver takes rest as per his terms of conditions with owner of vehicle.

13) Imposition of penalties is as per Para 8 of GeM SLA

14) In any month, vehicle run can be more or less than the scale of Number of 2500KM /month but shall not exceed cumulative KM 60,000 for 2 years. Payment will be made on monthly basis as per accepted monthly rate irrespective of actual KM run in that month. No further variation in KM is either allowed or to be paid. The rate quoted shall be inclusive of salary of driver, daily batta, fuel (petrol/diesel), other consumables, regular maintenance expenses, leave reserve driver cost and other expenditure towards repairs, taxes Price variation etc. If in a month, KMs run is more than 2500 KM, no extra payment is admissible total cumulative km of 60,000 for 2 years only will be completed. If KM run in a month exceeds 2500 KM it should be brought to notice of user officer so as to have control over usage of vehicle. Every day starting and ending KM shall be noted by supervisor or any representative of Officer and driver shall put his sign in the log book maintained by contractor. Contractor is bound to run for 2500 km/month and 60000 km for 2 years. Any cribbing that he quoted assuming less KM than 2500 per month will be treated as misconduct.

15) Normally, hiring shall be on the basis of 12 hours per day. Normal timings (7:00 to 19:00 Hrs) In case, on any day, vehicle was utilized for more than 12 hours on exceptional/ emergency requirement, relaxation to that extent may be provided in subsequent days to the Contractor/firm.

**16) Price variation Clause is not applicable in this tender. Tenderer should note this aspect and no excuse that fuel prices increased will be accepted during the cost of contractor. Price rise of fuel to be taken into account while giving offer.**

17) A Log Book for each vehicle shall be maintained by the Contractor for the hired vehicles. The KM utilized shall be entered in it on daily basis to ensure proper accountal and payment at the end of every month/specified period. It is the responsibility of the official using the vehicle to keep the log book up to date and the vehicle is used for the official duties/works. Statement of entries as per Log Book should be enclosed with the bills submitted for payment by the service provider/contractor duly counter signed by the official to who/under whose custody the vehicle is placed except that in case of vehicles hired for DRMs/PHODs/AGM/GM, this statement shall be countersigned by nominated officer in the secretariat. In case of pooled vehicles, Secretary to PHOD or ADRM or nominated in charge Gazetted Officer will sign the Log Book/statement sent with bills thereof, as the case may be.

18) The vehicle contract can be short closed with three months notice, if the post of the officer is surrendered or the officer opts for drawl of transport allowance or any other administrative reason (except unsatisfactory service, which will be as per penalty clause of SLA). In this regard, the following conditions will be applicable:

- a) The Railway has liberty to short close the contract with any or all of the service providers normally with three months notice without assigning any reason. However, in case service provider wants to short close his services, he will have to serve 4 months advance written notice.
- b) The contract for the vehicles hired can also be terminated with a short notice of 15 days on account of unsatisfactory services at the discretion of the Officer in charge of hiring of vehicles. The unsatisfactory service shall mean and include the non-compliance of any of the obligations by the service provider, as given in this agreement and/or under the penalty clauses of the agreement or repeated breach.
- c) In case of any dispute of any kind, the Contractor/ Agency shall abide by the decision of the controlling authority or Nodal Officer or Buyer in charge of hiring of the vehicle as the case may be

19) 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&CAO/C/SC/SCR (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 pledge. For release of Security Deposit, the FDR will be released in favour of bidder by the Consignee after making endorsement on the back of the FDR duly signed and stamped along with a 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 Consignee within 45 days of award of contract and on payment of penal interest beyond 30 days up to 60 days (As per GCC service penalty shall be charged for the delay beyond 30 days). In case the contractor fails to submit PBG even after 60+ days, the contract shall be terminated duly forfeiting EMD & other dues, if any payable against that contract and Incident will raised in GeM portal for non delivery of service. The failed contractor shall be debarred from participating in re-tender for that service.

20) (a) The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer (b). The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of the buyer. (c). The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under

(b) Post tender opening no new documents will be considered for bid evaluation.

21) Vehicle should be provided with "FAST TAG" and recharge on regular basis to avoid inconvenience. Any violation in this regard will lead termination of Contract as per Terms and Conditions.

22) Payment of bill will be processed by concerned Executive on submission of proper invoice along with log sheet and passed by associate accounts officer. The Bill Passing officer is Dy.C EE-II/C/SC and the Bill Paying Officer is FA&CAO/C/SC/SCR.

23) The vehicle should be filled with full tank. When fuel level falls below 50% mark i.e half tank, owner shall arrange fueling as vehicle is liable to be used at short notice to long distance for inspections / emergencies etc. If vehicle is stopped due to fuel shortage it will be treated as misconduct and ground for termination. Driver asking user of vehicle to pay for fuel which will be treated as misconduct.

### 3. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

### 4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## 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---