

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-03-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-03-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	South East Central Railway
कार्यालय का नाम/Office Name	Hq New General Manager Secr
वस्तु श्रेणी /Item Category	Goods Transport Service - Per KM Based Service - Machinery Equipment; Open Body LCV Truck; 19 FT LCV
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	21 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 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 t buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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 विवरण/Bid Details	
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	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	4072500
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	81500

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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटे 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 :

Sr.DME

Office of the Sr.DME/SEC Railway, Nagpur, Room no. 112 DRM Complex, SECR Railway
(Nikhilesh Pawar)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of 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 bidder is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over 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

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

Scope of Work:[1772100262.pdf](#)

Goods Transport Service - Per KM Based Service - Machinery & Equipment; Open Body LCV Truck; 19 FT LCV (90000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	Machinery & Equipment
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	19 FT LCV
Type of Travel	Outside state
Km Range	More than 1000 Km (Filter for Outside State)
Area of Operation	Plains
एडऑन /Addons	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
अतिरिक्त विवरण /Additional Details	
Type Of Trip (One-Way/Return)	Return

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 / Running Kilometres	अतिरिक्त आवश्यकता /Additional Requirements
1	Prosenjeet Sikdar	440002,Office of the SSR Section Engineer (Electrical General) Itwari Nagpur pin 440002	90000	N/A

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 50 per cent 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 50 percent. Bidders are bound to accept the revised quantity or duration.

2. **Certificates**

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

3. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

FA and CAO, Bilaspur
payable at
Nagpur

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to Buyer within 5 days of Bid End date / Bid Opening date.

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

FA and CAO, Bilaspur, Nagpur

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledger. For release of EMD, the FDR will be released in the favour of the 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

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

FA and CAO, Bilaspur
payable at
Nagpur

. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to Buyer within 5 days of Bid End date / Bid Opening date.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SPECIAL CONDITION AND SCOPE OF WORK

1. Truck should be available at Coaching Depot Itwari or any place as informed SSE/C&W/ITR within 06 hrs in running condition.
2. Driver should also be available within 06 hrs.
3. Information can be given for availability of truck by any means i.e. memo, Pl e call, message, mail, letter etc.

4. Driver should have well experience of experience for driving heavy vehicle i.e truck.
5. Truck should have an arrangement of covering it's body with water proof cover and for placing machine and equipments.
6. Truck should be equipped with arrangement of ladders for boarding in body of truck.
7. LR and RG should be managed by firm for uninterrupted availability of driver 24x7 hrs basis. For long run of the truck one spare driver should be provided to firm with regular driver for easy and safe working.
8. Truck should be available all the time with sufficient quantity of fuel in it to reach the destination with minimum possible justified time, safely.
9. If truck is send for maintenance or any other repair alternate truck of same capacity and condition should be made available.
10. Sufficient spares and tools should be available with truck for uninterrupted and safe service at any time.
11. Truck is for transportation of railway material and can be used for transporting material to various depot, workshop, and store depot of zonal railway which can be neighboring state of division.
12. Manpower will be provided by Railway for loading and unloading of material.
13. No price variation will be accepted for any increase in the price of HSD oil and lubricants during the currency of contract.
14. The vehicle provided by contractor for transportation of material should be in good condition in all respect and with in service life. Vehicle should not have any history of accident or any discrepancy.
15. In case the service of the contractor is not satisfactory or the contract may be terminated with prior notice to the firm and in that event railways shall not entertain any claim whatsoever.
16. The rates of hire are inclusive of all taxes, Toll charges, GST and charges for inspection certificates as per statutory requirement from time to time, all major and minor repairs, servicing of vehicles, cost of lubricants, fuel and any other consumables required from time to time, driver's salary and allowances. All tax duties, incidental charges, penalties etc. as imposed by Central/State/local government bodies for running of vehicles.
17. The driver should be well conversant about Maharashtra, Madhya Pradesh and Jharkhand state road network. Truck should have all India permit. Punctuality, attendance and disciplined behavior is of outmost importance for the driver.
18. In case a driver is not found up-to mark and request is made for change, the same has to be complied by the contractor.
19. No accommodation will be provided by the railway to the driver, he has to make his own arrangement for boarding and lodging.
20. The contractor shall be completely responsible for safe running of vehicle; Railway will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver.

21. Driver of the vehicle should maintain a log - book-indicating particulars as (i) Date, time (ii) From and to, (iii) Kilometer, (iv) Type of material, (v) Signature of Railway official, (vi) Remarks.
22. The contractor at his own cost should meet the wages to the drivers and of statutory obligation as per the norms of labour commissioner.
23. Driver should have a valid driving license, registration papers, road tax paid ; the vehicles should be insured against accident etc. as per rules and statutory obligations.
24. Mobile phone should be provided to the truck driver and number given to SS &W/ITR. Driver should be available on the given mobile number whenever call by railway officials and staff.
25. Contractor should not sublet, assign or transfer this contract or any rights or benefits hereunder to any other person.
26. If vehicle (truck) give any trouble or breakdown en-route or at site , contractor has to arrange alternate truck of same capacity or higher capacity immediately without effecting the working and its responsibility of the contractor for transporting officers, staff and equipment and machinery to their destination.
27. Post loading of material, contractor should get the vehicle weighed, to avoid overloading. Cost of weighing shall bear by the contractor.
28. Contractor will be responsible for the safety of the material loaded in truck during transit. Railway may or may not send staff with the truck to destination.
29. Speedometer of truck should always be in working order. Actual kilometer should be recorded in log book during start and end of the journey.
30. **Firm shall submit Annexure-E,L,M and V along with the offer non submission of annexure shall summarily reject offer.**

Similar nature of the work "Transportation of Material, goods, machines by Road vehicles in Railways or Central/State Govt. or PSU's."

31. Penalty for irregularity:

Sl. No.	Description	Penalty amount in Rs.
1.	Non-availability of truck within stipulated period of time	Rs. 1000/- per day/per occasion
2.	Any nuisance created by driver or drinking/supplying alcoholic liquor etc.	Rs. 1000/-(per occasion) and dismissal of guilty driver.
3.	Non compliance / misconduct of any of the item mentioned in this contract / tender condition.	Rs. 1000/- per occasion

4.	The contractor must be in contact with the railway administration through a mobile phone. Failure to establish communication with railway administration will result in attracting a penalty.	Rs100/- per incident.
5.	Failure to provide Mobile Phone with active sim in working condition to deployed driver for the work and given number to SSE /C&W/ITR.	Rs.500/- will be imposed per day.
6.	Vehicle not having sufficient fuel to go to destination	Rs. 1000/- per Incident will be imposed.
7.	Driver not responding to phone calls in emergency situation	Rs.500 per incidence.
8.	No proper vehicle documents available when demanded.	Rs. 500/- per incidence.
9.	Misbehaviour by driver	Rs. 500/- per incidence.
10.	Non working of speedometer	Rs. 1000/- per incident
11.	Driver not reach the destination in justifiable time	Rs. 1000/- per incident
12.	Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the work which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following: (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall impose a penalty of 10% of claimed gross bill value. (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall impose penalty of 15% of claimed gross bill value. In addition the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway.	

Annexu

The tenderers have to submit a cancelled cheque along with tender to release EMD/Bills/SD/PG.

प्रति/To,

वरिष्ठ मंडल वित्तीय प्रबंधक/ Sr.DFM

द. पू. म. रेल्वे/S.E.C.Railway,

नागपुर /Nagpur.

विषय/Sub: - बैंक विवरण/Bank Details.

मेरा बैंक विवरण निम्नानुसार है/My bank details are as under:

बैंक का नाम/Name of the Bank:

ब्रांच कोड एवं पता/Branch code and Address:-

खाता नं./Account No.:

एम. आई सी. आर. नं./MICR No.:

पैन कार्ड नं./Pan Card No:

छयाप्रति संलग्न करे/(Enclose Xerox copy)

जीएसटी/GSTN:

आईआरईपीएस रजि. नं./IREPS Reg. No.:

आई. एफ. एस. कोड/IFS Code:

खाता का प्रकार/Type of Account: चालू(Current)/बचत(Saving)

निविदाकार के हस्ताक्षर

Signature of Cont

ctor

नाम/Name:

दिनांक/Date:

पता/Address:

Annexure-

Certificate of Information regarding Employment/Partnership etc. of Retired Railway Employee with the tenderer

TABLE-A

SI No.	Information Sought	Whether 'Yes' or 'No'
1	Is any retired Railway Engineer/Gazetted officer associated with the firm as detailed vide para 24(1) of Indian Railway Standard General Condition of Contract -2022 (GCC-2022)	

Note: If the answer is 'Yes' above, comply the condition as per **Indian Railway Standard General Condition of Contract-2022 (GCC-2022) with all correction slips up-to-date** as per table- 'B' below.

TABLE-B

SR. NO	Name	Type of association with the tenderer	Date of retirement from the service	Post held at the time of retirement	Particulars of permission taken for association with the tenderer	Any other information linked with para 24 (1) of GCC-2022
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-

Note: If 'Yes' or 'No' is not ensured in the table -'A' above and when the answer is 'yes', details a Table-'B' is not entered, the tender offer shall be rejected.

Signature of Tenderer

**UNDERTAKING BY TENDERER REGARDING NON-BLACKLISTING /
NON- DEBARMENT OF THEIR FIRM**

**To,
DRM (Mech.)
South East Central Railway
Nagpur-440001**

It is hereby confirmed and declared that, M/s.....
... is not blacklisted or debarred by Railways or any other Ministry/Department of Govt of India either by individual capacity or as a member of partnership firm or JV in which M/s..... was/ is a partner member.

It is agreed upon by M/s..... that any concealment/wrong information in regard to above shall make the tender bid/contract liable for determination under Clause 62 of the Standard General Conditions of Contract-2022.

Signature of Tenderer

Name of the Tenderer

Annexure

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

-

I.....(Name and designation)**appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s (hereinafter called the tenderer) for the purpose of the Tender documents for the work of
.....

as per the tender No. of(Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website w.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition or deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the form of statements and attachments in proof of the qualification requirements.

5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto one year. Further, I/we (insert name of the tenderer) **and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/for any reason at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

This affidavit is to be given by each member of JV/ Partner

DEVIATION SCHEDULE

(Tenderer may add more sheets if space is not adequate)

Clause #	Deviation	Justification for deviation

8. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, 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 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 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 respond 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 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 override 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

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 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 Restr 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 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 this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---