बिड संख्या/Bid Number: GEM/2026/B/8239517
दिनांक /Dated: 06-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-11-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-11-2026 10:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sourabh.chandra@gov.in Buyer Email id: buyer19.mr.cg@gembuyer.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - SUV; 2400 KM X 320 Hrs Approx Monthly Running Under ADEN DGG; Outstation 24*7
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
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,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
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?	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

बिड विवरण/Bid Details	
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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	27840

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).	32

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी 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.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

PFA/SECR/BSP
Office of Sr. DMM, 3rd Floor, South East Central Railway DRM Complex, Nagpur MH - 440001

(Pfa/secr/bsp)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
2. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Monthly Basis Cab & Taxi Hiring Services - SUV; 2400 KM X 320 Hrs Approx Monthly Running Under ADEN DGG; Outstation 24*7 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Tata Tigor , Mahindra Bolero Neo , Hyundai Aura , Maruti Suzuki Brezza , Hyundai Venue , Tata Nexon , Mahindra Scorpio Classic , Kia Sonet
Usage Variant	2400 KM X 320 Hrs Approx Monthly Running Under ADEN DGG
Type of Service	Outstation 24*7
Year of Vehicle Model	2026 , 2025 , 2024
Km Travelled	Any but in Good Condition
Air Conditioning Requirement	Non-A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Rishabh Yadav	491445,Dongargarh Distt: Rajnandgaon	1	• Duration in Months for which service is required : 24

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Eligible Vehicle Type :

Sedan (Non AC): Maruti Swift Dzire, Tata Tigor, Honda Amaze, Hyundai Aura and equivalent.

SUV (Non AC): Maruti Brezza, Toyota Urban Cruiser, Hyundai Venue, Mahindra Scorpio (Classic), Mahindra Bolero Neo, Tata Nexon, Kia Sonet and equivalent.

T&C:

1). Scope: The hired vehicle/vehicle's will have to perform all the work of transportation as per bid under consignee ADEN DGG to and from and also as and when required, including Sundays and holidays as notified by the Railway Administration from time to time at the discretion of Railway. If vehicle service type in contract is outstation 24x7 no additional charges for extra hours are payable. In case of 24x7 vehicles, as per GeM, finite hours mentioned will be treated as null and void.

2). In case of any conflict between GeM standard tender condition and special condition added by buyer, special condition added by buyer will prevail over standard GeM condition.

3). Payment terms/Invoice creation by service provider:

i. Calculation of Running charges for invoice creation:

Total Monthly package charges (incl of all charges and tax) quoted by bidder as per GeM contract - Rs. X

a). MONTHLY BASIC CHARGE "A" = Rs. 0.55 * X

b). MONTHLY RUNNING CHARGE "B" = Rs. 0.45 * X

Note: (*) stands for multiply and (/) stands for Division

c). RUNNING CHARGES PER KM "C" (Rs. /Km) = (B / sanctioned km)

Sanctioned km/package as per this Bid package per month: 1200

ii. Monthly invoice bill = Rs. [A + C * (Actual km run in a month as per log book)]

iii. Consignee shall ensure that the bill raised by service provided is as per this clause of ATC. Necessary penalty and deductions shall be deducted before approval of invoice in GeM. In all other cases, invoice shall be summarily rejected. Invoice shall be approved by min gazette officer of User/ User department. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

iv. For extra Km run beyond sanctioned KM, Extra km payment charges shall continue as per clause 3 C (ii) of this ATC (Vide Dy CMM IV letter no. MM/S-3/Policy- Vehicle/24 dtd. 29.05.24).

4). Eligibility/Documents required for Bid. In the absence of above, bid will be summarily rejected.

Attribute	Value/Detail/Documents required

A. Work Experience : As per Gem GTC.	Past Experience of Similar Services (Hiring of vehicle – Any category): 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. 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or 2. 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or 3. 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost
B. i). Vehicle ownership Documents (Valid RC copy in name of bidder) registered as Taxi/Goods carrier of offered vehicle (all vehicles as per tender requirement) for service against this bid requirement ii). Valid Taxi permit on date of opening of tender. (In case of Goods carrier, RC shall be registered as Goods carrier) iii). In case of subletting by bidder from owner, lease agreement shall between bidder and owner of offered vehicle. iv). Location of service provider office as per clause 7	a. RC issued by Regional RTO b. Taxi permit issued by Regional RTO (not applicable for goods carrier) c. Lease agreement, if applicable d. Proof of location of service provider office: MSE certificate, UDM, Udyam, Gumasta, GST certificate, PAN card of firm etc). (Self Declaration/Kirayanama will not be considered)

5). Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the contract or any part thereof by a written notice to the Seller, if:

(i) The seller fails to comply with any material term of the contract.

(ii) The Seller informs Buyer of its inability to deliver the Material(s)/service or any part thereof within the stipulated delivery period or such inability otherwise becomes apparent.

(iii) The Seller fails to deliver the Material(s)/Service or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s)/Service promptly.

(iv) The Seller becomes bankrupt or goes into liquidation.

(v) The Seller makes a general assignment for the benefit of creditors.

(vi) A receiver is appointed for any substantial property owned by the Seller.

(vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed t he Purchase Order on the Seller.

6). Bidder financial standing: The bidder should not be under liquidation, court receivership or simil ar proceedings should not be bankrupt.

7). Service & Support AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Pro vider must be located in the State of Consignee (or area of usage: MP/CG/MH). DOCUMENTARY EVI DENCE TO BE SUBMITTED (i.e. MSE certificate, UDM, Udyam, Gumasta, GST certificate, PAN card o f firm, Kirayanama etc). Self Declaration will not be considered.

8). PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries/wages of cont racted staff deployed at buyer location as per pertaining labor laws.

9). Bidders can also submit the EMD @2% of Estimated value of Bid with Fixed Deposit Receipt ma de out or pledged in the name of PFA SECR BILASPUR A/C (Name of the Buyer). The bank should c ertify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledg ee. For release of EMD, the FDR will be released in the favor of the bidder by the Buyer after maki ng endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidde r has to upload scanned copy/proof of the FDR along with bid and has to ensure delivery of hardco py to the Buyer within 5 days of Bid End date/Bid Opening date. Address for submission of EMD: O ffice of SR DMM, 3rd floor, DRM complex, SECR, Nagpur MH 440001.

10). Successful Bidder can submit the Performance Security @5% of contract value in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made o ut or pledged in the name of PFA SECR BILASPUR A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favor of bidder by the Buyer after maki ng endorsement on the back of the FDR duly signed and stamped along with covering letter. Succ essful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 30 days of award of contract to Office of buyer. Delay of submission in penalty will be dealt as per GCC services upto latest correction slip.

11). The Purchaser reserves the right to increase the quantity (number of months of operation) to be ordered up to 25 percent at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity (number of months of operation) during the currency of the contract at the contracted rates. Bidders are bound to acc ept the orders accordingly.

12). Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actual or as per applicable rate s (whichever is lower) subject to the maximum of quoted GST %

13). Vehicle should be registered in the name of Tenderer and should not sublet any part of the co ntract. However, the Tenderer can have Lease Agreement with the owner of the vehicle/cab aggre gator 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 supporti ng documents of the vehicle fulfilling the category, specifications etc.

14). It should be stipulated that the vehicle supplied should be registered as Taxi/Goods carrier as applicable for bid. Bids of vehicle other than commercial vehicles should be summarily rejected. It should have "Valid Fitness certificate commercial license" (Permit for Commercial Vehicles shall co ver all States in S.E.C. Railway jurisdiction or as considered necessary by the Department/Division/ Unit calling the tender from the appropriate Regional Road Transport Authority of the concerned St ate Govt./Union Territory), valid insurance and should meet requirements of pollution standard etc . as per provisions of Motor Vehicle Act and fulfil any other statutory obligations as applicable incl uding all safety approved accessories/equipment fitted to the vehicle. Driver should possess a vali d driving license, Aadhar Card on his name and employee identification card issued by the

Contractor at all times. The documents shall be verified by using official before passage of each bill .

15). The vehicle proposed to be offered on hire should be in good condition and model of vehicle s hall be as per bid.

16). All hired vehicles should be equipped with prescribed emergency medical kit and a fire exting uisher as per statutory provisions.

17). The vehicle should be available on all days including holidays.

18). PVC is not applicable to the tender.

19). 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 a daily basis to ensure proper account and payment at the end of every month/specified period.

20). One weekly off is permitted to the driver normally on Sundays however it may be deferred to some other day at the discretion of the user/officer in charge to whom the vehicle is attached.

21). Normal working hours may be advised by the user department however the vehicle shall be a vailable for all 24 hours for use as and when required. The driver of the vehicle shall keep himself i n contact with the user/officer in charge.

22). The vehicle supplied should be neat, clean and in good fettle. The driver must be well dressed and in white or grey uniform.

23). Mobile phone should be provided to the vehicle driver with a smart handset (24x7). The driver of the vehicle shall keep himself in contact with the user/officer in charge.

24). As and when required by user/officers, vehicles can also be utilized for travelling outstation i.e . more than 50 Km.

25). Vehicle required to be parked at office/user premises.

26). Vehicle must have a minimum 200 km range 12 Litres equivalent fuel available on each servi ce providing a day to avoid service interruption. Failing to above condition will be treated as not a vailability of services and to be dealt as per the existing penalty clause available in GEM i.e. SLA cl ause No. 8(7) of GeM contract/Special conditions of contract.

27). The contract will also be governed by GeM SLA, Buyer specific Bid ATC, Railways GCC of servi ce contract as amended from time to time by the Railway Board.

28). The vehicle provided will meet the latest government standards for safety and pollution i.e. m inimum 5-6 or Bharat Stage VI or latest applicable or any other rules/provisions as issued by state/ central government.

29). The service provider shall comply with all rules & regulations issued by state/central governm ent from time to time, applicable to this contract.

30). Penalty clauses applicable as per GeM SLA of Bid.

31). On reasons considered beyond administrative control of buyer, upon intimation of User/Consi gnee, buyer reserves the right to terminate full/part of contract without consent of seller by giving 7 days notice to firm (Transfer of official, vacancy of post, FMC etc).

32). SECR Policies:

(i) S/G/Vehicle policy/22 dtd. 03.10.2022

(ii) DGM/SECR/Vehicle policy/2022/2144 dtd. 08.09.2022

33). Executive checklist for hired vehicle:- (Shall be verified by user officer before bill forwarding) –

Ref: S/G/purchase policy/23 dtd. 26.05.23

a). Vehicle model, Vehicle No. as mentioned in log book and bill is as per the Contract agreement.

b). Taxi certificate/Goods permit from Transport Department of State Government.

c). Paper submitted at the time of vehicle inspection before deployment is same as per LOA/Agreement. In terms of Railway Board's Letter No. 20051F(s) poL/71 (Map) Vehicles dated 19/20.10.2005, Log book of vehicle should be personally signed by the using officer after each use by all officers up to SAG level and private secretaries of other senior officials. Accordingly, the Log Book of each hired vehicle should be countersigned.

d). If vehicle is changed during contract period then official communication made from contractor to user with all relevant papers is available. The changed vehicle is in the same segment as specified in agreement.

Before forwarding vehicle bill to accounts department for internal check the above points to be invariably complied by executive department.

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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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---