बिड संख्या/Bid Number: GEM/2026/B/8164650
दिनांक /Dated: 16-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-11-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-11-2026 13:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	45 (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: kamal.vishwakarma@gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2400 km x 320 hours; Local 24*7
अनुबंध अवधि /Contract Period	2 Year(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	20.24 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *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
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	3 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	1348800
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	27000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

(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 :

FA&CAO/CON/BSP
HQ NEW GENERAL MANAGER SECR, Indian Railways, South East Central Railway, Ministry of Railways (Secr)

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs 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.
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 would 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 the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Monthly Basis Cab & Taxi Hiring Services - Sedan; 2400 Km X 320 Hours; Local 24*7 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Jeep Compass , Tata Harrier , Mahindra Scorpio Classic
Usage Variant	2400 km x 320 hours
Type of Service	Local 24*7
Year of Vehicle Model	2026 , 2025
Km Travelled	Upto 50,000 Kms
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	Kamal Kumar Vishwakarma	495004,OFFICE CAO Construction, NIRMAN BHAVAN ,South East Central Railway BILASPUR	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. **Forms of EMD and PBG**

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

   FA&CAO/CON/BSP
   payable at
   BILASPUR
   .
   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. **Service & Support**

   AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. **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.

5. **Past Project Experience**

   Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

6. **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.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Eligibility Conditions in Addition to GeM Conditions

1. Without submission of these documents, the tender offer may be summarily rejected:

1.1 The vehicle should be registered in Chhattisgarh. However, it does not mean that it will run on ly in Chhattisgarh. It may be used outside the state if required.

1.2 An office of the Service Provider must be located within Chhattisgarh. Documentary evidence t o be submitted (i.e. MSE Certificate, UDM, Udyam, Gumasta, GST Certificate, PAN Card of the firm, etc.). Self-Declaration/Kirayanama will not be considered. In absence of the documents, their offer will be summarily rejected.

1.3 Vehicle should be registered in the name of the Tenderer and should not sublet any part of th e contract. However, the Tenderer can have a 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.

1.4 The Tenderer is required to submit the Vehicle Registration details along with supporting docu ments of the vehicle fulfilling the category, specifications, etc.; otherwise, their offer will be summ arily rejected.

1.5 The vehicle supplied should be registered with TAXI/MAXI/CAB/Transport Permit. Bids of vehicl es other than commercial vehicles shall be summarily rejected.

1.6 It should have valid insurance, valid Pollution Certificate, etc.

2. The condition and model of the vehicle will be inspected by the user before engagement. The v ehicle should be suitably replaced within seven (7) days if not approved by the user officer.

2.1 If the vehicle is not deployed within seven (7) days from the date of issue of the Work Order, t he contract shall be terminated. The EMD and Performance Guarantee (PG) shall be forfeited, and the firm shall be debarred/blacklisted from participating in Railway tenders for a period of five (5) years.

Payment Terms

3. A Logbook for the vehicle shall be maintained by the Contractor. The kilometers (KM) utilized sh all be entered in it on a daily basis.

4. Payment will be made on a monthly basis upon submission of the bill along with the Logbook.

5. The monthly payment shall be calculated for invoice creation as follows: If the total monthly pa ckage charges quoted by the bidder as per the GeM contract are **Rs. X**.

Sl. No.	Description	Calculation / Formula
A	Monthly Basic Charge	0.55 × X
B	Running Charge per K M (Rs./Km)	0.45 × X ÷ Sanctioned K M

C	Final Monthly Invoice Bill	Rs. A + [B × (Actual KM run in a month as per Log book)]

Payment Terms

6. Necessary penalty and deductions shall be deducted before approval of invoice.

7. PVC is not applicable to the tender.

8. No outstation night charges applicable.

9. In case the "recoveries to be made" exceed the Security Deposit, the Contractor shall further make good the deficiency in cash within **5 days** from the date of demand to this effect.

10. Taxes will be deducted as declared/enforced by the State Government and Central Government from time to time.

11. The quoted rate of hire of the vehicle shall be deemed to be inclusive of the following:

11.1 All maintenance expenditure of the vehicle, i.e., major and minor repairs required for good running of the vehicle, fuel, lubricants, and all consumables.

11.2 The rate shall include the Driver's salary, all types of taxes and fees payable to the RTO Department, Labour Authorities, Local & Municipal Authorities, taxes, levies, fees, and all other charges which are necessary for the continuance of the service under the contract.

11.3 Any other charges required for execution of this contract except as laid down in the Tender Schedule.

Penalty & Termination

12. Failure to comply with any instruction given in the ATC (where penalty is not specifically mentioned) will attract the same penalty as **"Failure to address deficiencies pointed out at inspection"** under the GeM Contract/Special Conditions of Contract.

13. The **"Termination of Contract"** clause of the GeM SLA is superseded by:

13.1 The contract may be short closed in case the services are no longer required by the Railway with a notice period of **7 days**. It will not attract any deductions nor shall it be liable for any extra payments other than payment of invoices raised.

13.2 The contract may be temporarily paused if the services are not required temporarily by the Railway with a notice period of **7 days**. It will not attract any deductions nor shall it be liable for any extra payments other than payment of invoices raised. It may be resumed on requirement.

13.3 Breach of contractual obligations: Any incident considered as a breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if:

- the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or
- the Service Provider breaches any provision of this Contract and fails to remedy the breach within **7 days** after receiving notice requiring it to do so.

13.4 Breach of SLAs: The contract may also be terminated immediately by serving a termination notice if:

- the cumulative deductions rise to **10% of the contract value**, or
- repeated breach of any SLA or ATC occurs beyond **3 instances**, as per Buyer's discretion.

13.5 However, termination of this Contract shall not affect any accrued rights or remedies of either party.

13.6 The Railway reserves the right to terminate the contract at any time without assigning any reason or in case of breach of contract by giving **7 days'** notice in advance. The Contractor shall not be entitled to any compensation in case of such termination.

14. In case of such termination (Clauses **13.3 to 13.6**), the Security/Performance Deposit shall be forfeited by the Administration, and the Contractor shall have no claim whatsoever against the Administration in consequence of such termination of the contract.

Other Terms & Conditions

15. All hired vehicles should be equipped with the prescribed Emergency Medical Kit and a Fire Extinguisher as per statutory provisions.

16. This vehicle is required for **ASTE/Project/BIA (Under Dy.CSTE/Project/R)**, Address: **Office of ASTE/Project/Bhilai, Bhilai– 490021.**

17. The vehicles supplied should be neat and clean. Seats should be covered with good quality Turkish towels. Spare sets of these Turkish towel covers must be available. They should be cleaned every **15 days** or as required.

18. The drivers must be well dressed or in uniform as may be decided by the Buyer.

19. A mobile phone with a smart handset should be provided to the vehicle driver.

20. The Driver shall possess at all times a valid Driving Licence, Aadhaar Card, and Employee Identification Card issued by the Contractor.

21. Normal working hours may be advised by the User Department. However, the vehicle shall be available **24 hours** for use whenever required. The Driver shall keep himself in contact with the Officer-in-Charge.

22. The vehicle shall be available on all days including holidays.

23. One weekly off is permitted to the Driver, normally on Sundays. However, it may be deferred to any other day at the discretion of the Officer-in-Charge to whom the vehicle is attached.

24. The vehicle should be placed near the duty point/User residence to avoid any delay during requirement.

25. The vehicle must have a minimum **200 km range / 20 litres of fuel** available on each service-providing day to avoid service interruption.

26. It shall be the sole responsibility of the Contractor to comply with all Central and State Government laws, statutory rules, regulations, notifications, local self-government/municipal requirements, etc. The Railway shall stand indemnified against any penalty or prosecution arising due to violation of such statutory provisions by the Contractor or his employees/representatives. Railway will use the vehicle as a passenger only.

27. Any claim or compensation arising out of any accident/injury to any person shall be the liability of the Contractor. Any litigation arising out of running/accident of the vehicle or due to the persons employed by the Contractor shall be dealt with by the Contractor at his own cost. Railway shall bear no liability on any account.

28. The successful bidder shall submit a **Performance Guarantee (PG)** valid up to the stipulated date of completion of the contract plus **60 days** within **21 days** from the date of issue of the Letter of Acceptance (LOA). Extension up to **90 days** may be granted by the competent authority. Ho

wever, a penal interest of **15% per annum** shall be charged for delay beyond **21 days**. Failure to submit the PG even after **90 days** shall result in termination of the contract, forfeiture of EMD and other dues, and debarment from participating in the re-tender.

29. The Performance Guarantee (PG) shall be released after physical completion of the work base d on the **Completion Certificate** issued by the competent authority certifying satisfactory compl etion.

30. The Provider shall first pay the salaries/wages of the contracted staff deployed at the Buyer's l ocation from its own resources and thereafter claim payment from the Buyer along with all statuto ry levies/duties.

31. In case of any conflict between the GeM Standard Tender Conditions and the Special Condition s/Additional Terms & Conditions added by the Buyer, the Buyer's Additional Terms & Conditions sh all prevail.

32. The duration of the service contract may be extended up to **6 months** beyond the initial contr act period.

33. The Buyer may increase or decrease the contract quantity or contract duration by up to **25%** a t the time of issue of the contract. However, after issue of the contract, only an increase up to **25 %** shall be permissible. Bidders shall be bound to accept the revised quantity or duration.

34. If the vehicle is changed during the contract period, an official communication from the Contra ctor to the User along with all relevant documents shall be submitted.

35. It is understood that the Bidder has gone through all the Terms & Conditions and has agreed t o them.

36. The Bidder's offer is liable to be rejected if any of the certificates/documents sought in the Bid Document, ATC, or Corrigendum (if any) are not uploaded.

37. All terms & condition as per GCC Service-2018 with latest correction slip are applicable.

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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---