

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	06-12-2025 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	06-12-2025 12:30:00
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 Central Railway
कार्यालय का नाम / Office Name	Chief Administrative Officer Construction
वस्तु श्रेणी / Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 km x hours; Outstation 24*7
अनुबंध अवधि / Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his el for exemption must be uploaded for evaluation by the buye
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 di 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 विवरण/Bid Details	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
लागू आरसीएम/RCM Applicable	Yes
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1272000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

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

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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।
EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are 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 :

SSE/C/E/SC

CHIEF ADMINISTRATIVE OFFICER CONSTRUCTION, Electrical branch annex bldg 3 rd floor, South Central Railway, (Vishnu Vardhan)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

जीएसटी की धारा 9(3)/Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

जीएसटी की धारा 9(3) / Section 9(3) Of GST

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If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 Km X 320 Hours; Outstation 24*7 (

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Mahindra Bolero Camper , Tata Xenon Yodha
Usage Variant	2500 km x 320 hours
Type of Service	Outstation 24*7
Year of Vehicle Model	2025 , 2024 , 2023
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
एडऑन /Addon(s)	

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक प्रभार /Optional RC
NA	NA	Yes	12%	12%	Yes

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकतें /Additional Requirements
1	Mattaparthi Prasadarao	500025,Room No. 102, First floor, Rail Nirman Nilayam, Secunderabad	1	<ul style="list-style-type: none"> 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: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent of the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including additional charges on their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1) The Vehicle hired shall be for departmental use by South Central Railway on a Regular basis. The Vehicle will be used by **SSE/C/SC (Vishnu Vardhan (9701372363))**, for official Purpose for a period of 24 months. The base location will be Secunderabad. However, vehicle is liable to be utilized anywhere in South Central Railway jurisdiction. Consignee Address : O/o CAO/C/SC, Electrical Branch, Rail Nirman Nilayam, Annex Building, 3rd Floor, Secunderabad.

- 2.a) Forms of EMD and PBG: Bidders can also submit the EMD with Account Payee Demand Draft in favour of FA&CAC South Central Railway payable at Secunderabad. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
- b) Forms of EMD and PBG: Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of FA&CAO/C/SC, South Central Railway, Secunderabad A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledge. For release of EMD, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy / proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
- c) Forms of EMD and PBG: Bidders can also submit the EMD with Banker's Cheque in favour of FA&CAO/C/SC, South Central Railway payable at Secunderabad. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3) The tenderer is required to upload the following mandatory documents along with the bid offer, fail in which the offer will be summarily rejected

- a) **AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be in South Central Railway Jurisdiction locality for better coordination and service. DOCUMENTARY EVIDENCE TO BE SUBMITTED
- b) Vehicle should be registered in the name of Tenderer and should not sublet any part of the contract. However, the Tenderer can have Lease Agreement with the owner of the vehicle/cab aggregator on non-judicial stamp paper for the tenure of the contract, which **should be submitted along with the bid**. The Tenderer is required to submit the Vehicle registration details along with supporting documents of the vehicle fulfilling the category, specifications along with the tender, failing to submit the same along with the bid, the offer will be summarily rejected. In case of lease of vehicle, driver shall be deployed by contractor and not lease vehicle owner. In case driver goes on leave, alternate driver shall be arranged without fail as the vehicle is an emergency vehicle and ready to be rendered at any time of day.
- c) The vehicle provided for service should be registered as a **Commercial vehicle**. Bids of other than commercial vehicles should be summarily rejected. It should have "**Valid Fitness certificate/commercial license**" (Permit for Commercial Vehicle shall cover all States in S.C. Railway jurisdiction or as considered necessary by the Director/ Division/ Unit calling the tender from appropriate Regional Road Transport Authority of the concerned State/ Govt./Union Territory), **valid insurance** and should meet requirements of pollution standard etc. as per provisions of Motor Vehicle Act and fulfill any other statutory obligations as applicable including all safety approved accessories/ equipment fitted to the vehicle. Driver should have passed a minimum of 10th standard and should possess a valid driving license, Aadhar Card on his name and employee identification card issued by the Contractor at the project site. **Driver should reside within 3-5 Kms range of Chilka SSE Electrical office. Driver should personally possess a two wheeler vehicle to commute from his residence to office. Vehicle to be parked at SSE Electrical office premises only.**
- d) **Financial Standing:** The Bidders will be qualified only if they have minimum financial capabilities as below:
- T1- Financial Turn over:** The bidder should have an aggregate financial turnover not less than 10% of the advertised Bid value during the last three previous financial years and in the current financial year up to the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by a Chartered accountant with her stamp, signature and membership number shall be considered.
 - T2-Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by a Chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheet) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity. The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission. In Case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members.

- e) The vehicle proposed to be offered on hire should be in good condition and **not more than 4 years old**, date of opening of tender. In case of tie in the bid Ertiga & latest model vehicle shall be given preference for the models offered.
- f) The bidder **should submit an undertaking** along with the bid that he/she is not under liquidation court proceedings or similar proceedings and not bankrupt.
- g) Enclosure to Railway Board letter no.: 2024/RS(G)/164/VIG/4 dated 27/05/2025 Annexure - 1 format for certificate to be submitted/ uploaded by tenderer along with the tender documents.
- h) Along with tender, bidders should be advised to enclose the list of ongoing vehicle hire contracts with Railways and Other Central Government Departments, State Government and PSUs in the same city/location/agglomeration with details of Contract Period, rate per month, Vehicle Class, Model and brand, Fuel (Diesel/Petrol/ LPG/CNG/Electric/Electric Hybrid), procurement cost (ex showroom price) etc. **Submission of this statement**, even if Nil, shall be mandatory enclosure to the tender failing which the offer will be summarily rejected. This is included so that tender committee may keep this additional data in view while deciding the reasonableness of the offer received or to be received. **[Proforma attached in Buyer uploaded ATC document]**

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

5) The contractor/agency participating in the tender should normally be GST compliant regarding registration, filing returns etc., and shall be fully responsible for the compliance as per GST Act at all times. If the Contractor falls either "below the turnover threshold for GST" or is a "Composition Taxable Person" under the CGST Act, a self-declaration should be enclosed with his offer duly supported by a certificate of turnover from a Chartered Accountant or enclose Form, REG-06" as "Composition" under Type of Registration and no GST is applicable for contracts with such persons/firms. GST for vehicle rental/hire services falls under SAC code 9966, as per which, the present applicable rate is 12% (6% CGST+6% SGST) or Vehicle designed to carry only passengers where cost of fuel is included in the rate at present with eligibility for Railways to claim Input Tax Credit (ITC). The Contractor should, along with the bills, be advised that it is mandatory to enclose copies uploaded into GSTR-1, failing which ITC cannot be claimed by Railways. All Tenderers should enclose with the tender either the GST registration certificate (REG-06) or a self-declaration of latest turnover attested by Chartered Accountant. Tendering without which the tender shall be considered invalid. Any further changes in GST regulations, in future, shall be adopted accordingly.

NOTE: The Estimated Bid value Excluding of GST

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

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

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

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

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

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

12) The contractor shall be responsible for providing the vehicles at any point of time in day or night, even at short notice during any urgency/emergency. Hiring for 12 hours in a day can also mean continuous hiring for 12 hours during day hours during night. Drivers should have live mobile phone connection so that they are contactable whenever required. Advance payment shall be made and all payments released on completion of stipulated service periodically/monthly as agreed. Whenever driver demands rest weekly once, an alternate driver shall be arranged. All tenders to take into account additional cost of driver on days regular driver takes rest as per his terms of conditions with owner of vehicle.

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

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

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

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

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

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

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

19) Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG will be allowed as per GeM GTC). FDR should be made out or pledged in the name of **FA&CAO/C/SC/SCR** (Name of the Seller's bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledge). In case of Security Deposit, the FDR will be released in favour of bidder by the Consignee after making endorsement and handing back of the FDR duly signed and stamped along with a covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Consignee within 45 days of award of contract and on payment of penal interest beyond 30 days up to 60 days (As per GCC service penalty shall be charged for the delay beyond 30 days). In case the contractor fails to submit PBG even after 60+ days, the contract shall be terminated duly forfeiting EMD & other dues, if any payable against that contract and Incident will be raised in GeM portal for non delivery of service. The failed contractor shall be debarred from participating in re-tender for that service.

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

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

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

23) The Bill Passing officer is **Dy.CEE-II/C/SC** and the Bill Paying Officer is **FA&CAO/C/SC/SCR**.

24) Tenderers are advised to quote carefully duly considering the cost of fuel for 2500 KM / month, driver cost for 30 days in a month, toll taxes, RTA licence costs, maintenance costs, depreciation cost, capital cost batha to driver, GST, price of fuel within 2 years of contract and other taxes, expenses etc. If any tenderer quotes below railway schedule rate, a detailed working calculation sheet to be submitted failing which such offer will be summarily rejected. Cost of driver shall be as per rates of Hyderabad area and fuel cost as per latest costs. In fact, as no PVC is allowed, tenderer has to cater for increase in fuel costs in future in his calculation sheet. Depreciation cost shall be as per standard accounting practice and as per useful life given by manufacturer of vehicle.

4. Buyer Added Bid Specific Scope Of Work(SOW)

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

5. 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 of these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as 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 Bidding being 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 in 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 terms as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference section of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Minimum Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take such actions as per GeM Contract.

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 भाग्य 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 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 को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई 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 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 immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---