

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-10-2025 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-10-2025 16:30:00
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	Railways Public Sector Undertakings
संगठन का नाम/Organisation Name	National High Speed Rail Corporation Limited
कार्यालय का नाम/Office Name	Delhi
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2500 km x 320 hours; Local , Monthly Basis Cab & Taxi Hiring Services - Sedan; 3000 Km x 364 hours; Local
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	59 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 के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes   Complete
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	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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	3
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	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two 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	19820000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	298200

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
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 है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से

बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

CHIEF PROJECT MANAGER ELECTRICAL

CHIEF PROJECT MANAGER ELECTRICAL National High Speed Rail Corporation Limited office no. 1001-1006, 10th floor Swastik Universal Tower-A Dumas Magdalla Road Rundh Surat  
(Vinay Gupta)

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

**एमआईआई अनुपालन/MII Compliance**

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
2. 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.
3. 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.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
5. 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.

6. 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**

**Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):**6

**Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):**6

**Minimum years (up to 5 years) of experience in related field:**3

**Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:**6

**Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:**6

**Geographic Presence in States:**GUJARAT

**Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::**6

**Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package**50

**Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 2500 Km X 320 Hours; Local ( 2 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Premium SUV
Type of car (Please select at least 3 options)	Toyota Innova , Toyota Innova Crysta
Usage Variant	2500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2025
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Diesel
<b>एडऑन /Addon(s)</b>	
Outstation night charges applicable	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 आवश्यकता /Additional Requirement
1	Vishal Dani	395007,National High Speed Rail Corporation Limited Office no 1001 to 1006 10th floor Swastik Universal-B Dumas Road Rundh Surat	2	<ul style="list-style-type: none"> <li>Estimated number of outstation nights per month per vehicle : 3</li> <li>Duration in Months for which service is required : 24</li> </ul>

Monthly Basis Cab & Taxi Hiring Services - Sedan; 3000 Km X 364 Hours; Local ( 11 )

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent
Usage Variant	3000 Km x 364 hours
Type of Service	Local
Year of Vehicle Model	2025
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
<b>एडऑन /Addon(s)</b>	
Outstation night charges applicable	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 आवश्यकता /Additional Requirement
1	Vishal Dani	395007,National High Speed Rail Corporation Limited Office no 1001 to 1006 10th floor Swastik Universal-B Dumas Road Rundh Surat	11	<ul style="list-style-type: none"> <li>Estimated number of outstation nights per month per vehicle : 3</li> <li>Duration in Months for which service is required : 24</li> </ul>

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

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

#### 1. Special Conditions of Contract

##### 1. 1 Introduction & Background

National High-Speed Rail Corporation Limited (NHSRCL), having its site office at 1001-1006, 10th Floor Swastik Universal Building Tower-A Wing-B Rundh Surat-395007, Gujarat, which is a joint sector enterprise of Central Government and State Government of participating states under the provisions of companies act. Invites bids for hiring of vehicle in Gujarat under office of CPM/Electrical/Surat for the official use for a period of 2 (two) years.

##### 1.2 Scope of Work

All the vehicles (running on diesel/petrol fuel only) preferably be registered in Gujarat to avoid any inconvenience. In case, vehicles are registered outside Gujarat, then the successful bidder should be responsible for paying full road tax to state govt. authority along with fulfilment of other statutory compliance before deploying vehicles to NHSRCL. All vehicles should bear a yellow colour registration number plate (commercial license).

The actual deployment (addition and removal of vehicles) of the vehicles will be decided by NHSRCL and will be intimated to the bidder separately at least 01 (one) week prior. Hence, this should be kept in mind by the bidders while submitting the bid.

1.3 All the vehicles to be provided by the successful bidder should be in good condition and should be mechanically sound. The vehicle will have to be fitted/provided with decent interiors including Air conditioner, clean seat covers, working graphical positioning system, Seat Belts (Front & Rear), First Aid box and Umbrella during Monsoon and tissue paper etc. as and when required. Vehicle should be in perfectly sound condition and suitable for use by Senior Officers. Tenderer should note that above mentioned list is only indicative and not exhaustive.

1.4 It is to be noted that extra hours and extra kilometre's will be calculated on quarterly basis. Means, the average in a quarter will be taken for the calculation of extra kilometre and extra hour for each hired vehicle separately.

1.5 Successful Bidder should provide 24 hrs. contact number (mobile phone) on which such information can

n be given. Further, the successful bidder should provide driver with a mobile phone having both incoming & outgoing facilities at his own cost.

1.6 The base station for the deployment of vehicle can be Surat/Vadodara/Bharuch/Navsari/Valsad/ Dadra and Nagar Haveli and the vehicle can be used anywhere in Gujarat and Maharashtra state and Dadra and Nagar Haveli. No extra payment shall be made for usage of vehicle in Gujarat and Dadra and Nagar Haveli as this is the local definition as per NHRCL.

1.7 The successful bidder should note that once the vehicle has been deployed to NHRCL, the bidder can not withdrawal/change the vehicle without the prior approval of CPM/Electrical/Surat. If the successful bidder fails to comply this condition, the tender likely to be terminated by giving 30 days' notice period to the contractor.

1.8 The contractor shall be completely responsible for the safe running of the vehicle. NHRCL will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver. NHRCL will not provide any compensation in case of accidents, casualties etc.

1.9 Contractor shall have to maintain logbook by officer-in-charge which shall have to be filled daily and presented to NHRCL's authorized representative for signature. Every day the initial kilometre reading to be recorded in logbook is when the vehicle placed at nominated place for usage of NHRCL official at site or residence. Similarly, the closing kilometre reading should be when the official leaves the vehicle at site, residence or office. No payment shall be made for any extra movement to and fro from garage/parking place or any other used by driver etc.

1.10 NHRCL will not take any responsibility of parking space of any kind for the vehicles hired. Parking charges and Toll tax charges, if incurred during the onsite duty shall be reimbursed/paid on submission of documentary evidence as admissible as per applicable Rules & Provisions.

1.11 Payment of hiring charges will be made on monthly basis on submission of bill and after the due verification of log books by the NHRCL official.

1.12 The contractor shall give consent for receipt of payment through RTGS/ECS/NEFT. Charges if any will be on account of the contractor. The contractor shall provide all the details like Name of the bank, Address of the bank, branch code, IFSC code of the bank, Type of the account, Account no., contact no. for account related queries etc.

1.13 NHRCL in no case is responsible for any legal matter arising of any state/central govt. laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.

1.14 NHRCL reserves the right to close the Contract at any time without assigning any reasons thereat by giving a 30 days' notice. Contractor shall not be entitled for any compensation in such eventuality.

1.15 Minimum 50% vehicles should be owned by the successful bidder in his name (if proprietor) or company's name.

1.16 During the currency of contract, vehicle cannot be used for any other purpose except for NHRCL.

1.17 The Contractor should submit the details and documents of the vehicle provided to this office immediately on receipt of acceptance letter. The vehicle documents submitted should clearly mention the date of purchase, make, model, registration no. Chassis No., type of fuel i.e. Diesel/Petrol. The agreement will be considered operated from the date from which the vehicle is actually pressed into service.

1.18 The vehicle provided to NHRCL must be fully and comprehensively insured covering the risk to the driver and all the passengers also. The Insurance shall protect the contractor and NHRCL against all risk, claims for loss, Injuries, disability, disease and death of members of public including NHRCL men and damage to the property of others arising from the use of vehicle during operations respective of the ownership of such vehicle.

1.19 Drivers deployed shall be skilled, well behaved, well dressed as instructed by officer-in charge holding valid tourist driving license, and capable of undertaking minor repairs of vehicles. All papers should be readily available with the vehicles like registration, PUC, permit for running the vehicles in Gujarat and Dadra and Nagar Haveli, etc. Vehicles should be insured against accident as per rules and statutory obligations, certificate towards road tax etc. Driver shall be able to produce relevant documents as and when requisitioned from him. Consequences of failure to comply with any rules and regulation of the concerned authorities shall be the sole responsibility of the contractor.

1.20 Driver should have adequate amount with him during the travel for emergency repairs parking, filling

of diesel/Petrol, oil/etc. The contractor should provide fast-tag to the driver for payment of toll tax.

1.21 Driver should never be under the influence of alcohol during Duty hours. Contractor shall replace the driver permanently in case of non-compliance.

1.22 Contractor must submit the "POLICE VERIFICATION of the driver within 15 days after issue of Letter of Acceptance.

1.23 NHSRCL will not provide any accommodation to driver while on duty/Night Stay. Driver himself shall arrange Boarding / Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor / service provider for housing of driver and parking of the vehicle so that the same is available at short notice.

1.24 The base station of the vehicle would be decided by NHSRCL from time to time.

1.25 The driver must carry a photo identify card provided by the Contractor/service provider.

1.26 Applicable taxes shall be deducted at source as per extent rules, while processing the bill.

1.27 Speedometer and kilometre recorder shall be maintained to high standard/ accuracy. Any defect noticed shall be rectified immediately. NHSRCL reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering/manipulation of meter reading and misbehaviour of driver shall be viewed seriously. Penalty will be imposed as per penalty clause. In case of repeat of tempering, NHSRCL may even decide to terminate the contract and forfeiture of security deposit in the event of any error/fault in the meter being noticed, NHSRCL reserves the right to adjust the bill for the journey undertaken (including those undertaken earlier) besides any other penal action. The kilometres verified by official using the vehicle shall be final and binding.

1.28 The successful bidder must ensure payment of wages to the driver as per Minimum Wages Act. The successful bidder must note that non-compliance may lead to termination of contract. Successful bidder 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 along with production of proof of all statutory documents like, PF, ESIC etc along with the bill as well as the bank statement of payment done to contracted staff deployed at buyer location on monthly basis.

1.29 The rates quoted by the bidder shall be inclusive of all major/minor repairs/maintenance, servicing of vehicles, cost of fuel, lubricants and any other consumables, driver's salary & allowances required from time to time, duties, levies & Insurance charges for Inspection certificates, Incidental charges, penalties etc. as imposed by central/state local govt. bodies for running of vehicle.

1.30 The contract can be terminated at any time on account of unsatisfactory services upon review of performance by CPM/Electrical/Surat. The unsatisfactory service shall mean and include non-compliance and non-fulfilment of any of the contractual obligations by the service provider or poor performance or violation of any of the terms and conditions of the tender/contract and failure on its part to correct the discrepancies/ shortcomings, brought to its notice in writing by CPM/Electrical/Surat.

1.31 ESCALATION / DE-ESCALATION FOR DIESEL/Petrol:

The price Escalation / De-escalation on account of increase / decrease in cost of fuel (Diesel/Petrol) shall be payable / recoverable on regular basis for each bill submitted by the Bidder. The rate of price escalation shall be the difference in cost of fuel on the last date of the month of travel and the base price i.e. the rate prevailing on final due date of submission of the bid.

Conversely recoveries shall be applicable for any decrease in fuel cost from the bills payable to the Bidder on the same basis of the applicable price reduction with respect to base price.

The price per litre shall be price charged by the petrol pumps including all taxes and levies. Bidder shall have to submit the documentary evidence of increase/decrease in fuel cost in the form of newspaper cutting, petrol pump bill etc. The average mileage/ fuel consumption shall be @ 15 KM per litre for Diesel/Petrol car. The Total escalation / De-escalation payable shall be for total KM. The basis for calculation of the variation in Diesel/Petrol prices shall be as:

Diesel/Petrol price Variation in Rs. Per Km = {(New diesel/petrol Price in Rs per Litre) - (Diesel/Petrol Price on date of Award)}/(Mileage in Km per Litre for Vehicle). No other escalation like increase in price of spares, mobiles, lubricants etc. shall be payable other than that for Diesel price variation.

For any contradiction to the terms and conditions with GeM portal, contract conditions of this SCC will prevail.



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### 3. Payment

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

### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

National High Speed Rail Corporation Limited

Account No.

57500000079852

IFSC Code

HDFC0000003

Bank Name

HDFC BANK

Branch address

NEW DELHI

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### 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 in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this 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 within 4 days of bid publication on GeM. 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable 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 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 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 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---