बिड संख्या/Bid Number: GEM/2026/B/8158178
दिनांक /Dated: 14-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-11-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-11-2026 12:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Railways Autonomous
संगठन का नाम/Organisation Name	Gati Shakti Vishwavidyalaya
कार्यालय का नाम/Office Name	Gati Shakti Vishwavidyalaya
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id : Buyer Email id: ar.purchase@gsv.ac.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Hiring of Agency for Operating and Maintaining GSV Owned Mini AC Buses at Gati Shakti Vishwavidyalaya
समान श्रेणी/Similar Category	• Operation and Management Service of Electric Buses Lumpsum based
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वित्तीय वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Financial Years)	36 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
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	90700

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India

ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित 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 :

VC
GATI SHAKTI VISHWAVIDYALAYA, Railways Autonomous, Gati Shakti Vishwavidyalaya, Ministry of Railways (Gati Shakti Vishwavidyalaya)

UIN Number NCTGC2415P

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder

Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
6. 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.
7. **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 % (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.
8. 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.
9. 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.

10. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price breakup to be uploaded with Financial bid only. - 1791956074.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1791956088.pdf

Payment Terms:1791956094.pdf

GEM Availability Report (GAR):1791956101.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1791956107.pdf

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
26-10-2026 12:00:00	Gati Shakti Vishwavidyalaya, Lalbaug, Vadodara (Mandatory for All Participating Bidders)

Custom Bid For Services - Hiring Of Agency For Operating And Maintaining GSV Owned Mini AC Buses At Gati Shakti Vishwavidyalaya (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of Agency for Operating and Maintaining GSV Owned Mini AC Buses at Gati Shakti Vishwavidyalaya
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

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	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	ANANTKUMAR ROHITKUMAR SUTHAR	390004,LAL BAUG, VADODARA	Project / Lumpsum Based	N/A

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 Account Payee Demand Draft in favour of

   Gati Shakti Vishwavidyalaya
   payable at
   Vadodara
   .
   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.

3. **Forms of EMD and PBG**

   Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

   Gati Shakti Vishwavidyalaya
   A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with 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 Buyer within 15 days of award of contract.

4. **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.

5. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

6. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

DECLARATION-CUM-UNDERTAKING FOR CLAIMING MSE BENEFITS (To be submitted on the Letter Head along with the Technical Bid)

Tender/Bid No.: _____

Name of Bidder:_____

Name of the OEM:_____

Udyam Registration No.: _____

I/We hereby declare and undertake that:

a) I/We am/are a Micro or Small Enterprise (MSE) duly registered under Udyam Registration.

b) (i) In case of procurement of goods, I/We confirm that I/We am/are the manufacturer/producer/OEM of the product(s) offered against this tender and am/are not merely acting as a dealer, distributor, reseller, trader or agent of the OEM/Brand of the offered product(s).

(ii) In case of procurement of services, I/We confirm that I/We am/are the service provider of the services offered against this tender and am/are not merely acting as an agent/intermediary/trader for the offered services.

c) The details of the product(s) offered/services provided by me/us are as under:

Sl. No.	Make/Brand of Product Offered / Details of Offered Services	Model No. (if applicable)	Product Description / Details of Services	Relevant NIC Code(s)
1.				
2.				
3.				

d) I/We confirm that the NIC Code(s) mentioned above are relevant and applicable to the product/service category offered by me/us.

e) I/We understand that failure to submit the requisite product/service details and applicable NIC Code(s) shall render me/us ineligible for MSE benefits, and no claim or clarification in this regard shall be entertained at any later stage.

f) I/We further undertake that the information and documents submitted in support of my/our claim for MSE benefits are true, correct and complete.

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Name of Firm/Company: _____

Date: _____

Place: _____

Seal of the Bidder

Non-Blacklisting Declaration Certificate

(On company letterhead)

To
Gati Shakti Vishwavidyalaya,
Lalbaug,
Vadodara - 390 004, Gujarat

Sub.: Declaration regarding Non-Blacklisting/Debarring for taking part in the tender.

Dear Sir,

I/We_____Firm/Contractor/Manufacturer/Partner(s)/Authorized Distributor/agent hereby declare that the firm/company namely M/s._____has not bee n blacklisted or debarred by Union / State Government /Autonomous organizations/ universities fro m taking part in tenders in India.

I/We further declare that **M/s.** _____ is not under liquidation, court recei vership, or any similar proceedings and is not bankrupt.

In case the above information is found false I/we are fully aware that the tender/ contract will be r ejected/canceled and EMD/ Performance Security shall be forfeited.

In addition to the above, GSV shall not be responsible to pay the bills for any completed / partially completed work.

[Name, Signature& Seal] for and on behalf of M/s.
_____

Note: This letter of shall be on the letterhead of the company and shall be signed by a person co mpetent and having the power of attorney to bind the company/firm.

Date :

Place : (Signature of authorized signat ory of the Bidder/

Supplier with stamp)

DECLARATION-CUM-UNDERTAKING
FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS

(To be submitted on the Letter Head along with the Technical Bid)

Tender/Bid No.: _____

Name of Bidder: _____

I/We hereby declare and undertake that:

a) I/We have carefully read and understood the complete Tender Document, including Scope of Work/Supply, ATC, specifications, terms & conditions, annexures, schedules and all other applicable documents.

b) I/We hereby unconditionally accept all the terms and conditions of the Tender Document, including ATC, Corrigenda/Addenda/Amendments, if any.

c) I/We confirm that all pages of the Tender Document, including ATC and applicable annexures, have been duly ink-signed and stamped by the Authorized Signatory and the same are submitted/uploaded along with the bid.

d) I/We confirm that no deviation, condition or reservation has been made against any term or condition of the tender and undertake to abide by all the tender conditions and the resultant contract, if awarded.

e) I/We undertake that the information furnished in this tender is true and correct in all respects, and I/We shall be responsible for the same.

f) I/We shall be responsible for rejection/cancellation of the contract if the services/end products supplied are not found satisfactory or are sub-standard or not in accordance with the required specifications/approved sample/pre-inspection. I/We shall also be liable for any civil/criminal proceedings arising therefrom, as applicable.

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Name of Firm/Company: _____

Date: _____

Place: _____

Seal of the Bidder

General Terms & Conditions

Indemnity: The Contractor shall indemnify the University against any loss, damage, claim, liability, cost, or expense arising out of the performance of the contract/tender including

i. Damage to property;
ii. Injury to or death of any person; and
iii. Negligence, breach of contract, or statutory non-compliance by the Contractor, its personnel or subcontractors

Disclaimers and Rights of Buyer Department: The issue of the Tender/ Bid Document does not imply that the Buyer Department is bound to select any bid(s). The Buyer Department reserves the right without assigning any reason to:

i. Reject any or all bids, or
ii. Cancel the tender process; or
iii. Issue a fresh tender for the same or similar products.

Termination of Contract: GSV reserves the right to terminate the contract by written notice in the event of breach of contract/tender terms and conditions, persistent unsatisfactory performance, fraudulent activity by the contractor/seller.

Dispute Resolution: Disputes arising out of or in connection with the tender/contract shall be resolved in accordance with the applicable contractual dispute resolution procedure and the Arbitration and Conciliation Act, 1996, as amended. For GeM procurements, the applicable GeM dispute-resolution provisions shall be followed. The seat and venue of the arbitration shall be Vadodara, Gujarat. All legal proceedings arising out of or in connection with the tender/contract shall be subject to the jurisdiction of the competent courts at Vadodara, Gujarat, only.

Penalties & Liquidated Damages: In the event of delay in delivery, installation, commissioning, or completion of the work beyond the stipulated delivery/completion period, Liquidated Damages (LD) shall be levied at the rate of 0.5% of the contract value per week or part thereof, subject to a maximum ceiling of 10 % of the total contract value, which shall be recovered without any notice from the pending bills. Even where the delay is attributable to only a portion of the supply/work, including partial or part supply, installation, testing or commissioning, LD shall be calculated on the total contract value.

Statutory Compliance: The Contractor shall obtain, maintain, and comply with all statutory approvals, registrations, obligations and compliances, including but not limited to:

i. Labour license, Insurance, and compliance with applicable wage law, wherever required
ii. GST, EPF, and ESI registrations and statutory compliances, wherever applicable
iii. Approvals from local authorities, wherever required

iv. Fire Safety and other applicable health, safety and Environmental co mpliance certificates, wherever required

Inspection and Acceptance: All materials, equipment, and components suppl ied or used shall be brand new, unused, and conform to the specifications and a pplicable standards prescribed in the tender. GSV reserves the right to inspect t he goods, services or work at any stage. Final acceptance shall be subject to sat isfactory completion of delivery, installation, testing, and commissioning in acco rdance with the tender specifications.

No Conditional Offers: Conditional offers or quotations will not be accepted.

Subletting: Subletting or assignment of the contract, in whole or in part, shall not be permitted without prior written approval of GSV.

Service Through Third Party in Case of Delay: If the Seller fails to rectify th e defect within the stipulated time after being notified, the Buyer shall have the right to get the repair or service carried out through a third party.

a) Any expenditure incurred by the Buyer for such third-party repair or service sh all be entirely borne by the Seller, without affecting or limiting the Seller’s warr anty obligations.

b) The Seller shall reimburse the Buyer for such expenses within the time period specified by the Buyer.

Continuity of Warranty: Availing repair or service through a third party due t o the Seller’s failure or delay shall not result in cancellation, reduction, or invalidation of the warranty. The Seller shall remain fully responsible for all warr anty obligations for the remaining warranty period.

It is hereby acknowledged that I have read and understood the entire tender do cument, including the terms and conditions mentioned therein, and agree to abi de by them.

Date: **Signature of the Bidder with Name and Seal**

Place:

Past Project Experience (For Services)

The Bidder should have successfully executed similar services during the preceding three financial years (i .e., the current financial year and the three previous financial years), as on the date of opening of the bid, meeting any one of the following criteria:

(i) **Single Order:** One successfully completed order for similar services, with a value of at least 80% (36 la khs); or

(ii) **Two Orders:** Two successfully completed orders for similar services, each having a value of at least 50 % (23 lakhs) ; or

(iii) **Three Orders:** Three successfully completed orders for similar services, each having a value of at leas t 40% (18 lakhs) .

The bidder shall upload satisfactory performance certificates issued by the respective buyer organizations against the above-mentioned orders along with the bid.

The experience should relate to services of the same or a similar nature as those covered under the presen t tender.

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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---