

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	13-02-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	13-02-2026 15:30:00
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	Indian Railways
संगठन का नाम / Organisation Name	North East Frontier Railway
कार्यालय का नाम / Office Name	North East Frontier Railway
वस्तु श्रेणी / Item Category	Custom Bid for Services - Day to day Maintenance of Runn Darjeeling for 03 years
समान श्रेणी / Similar Category	<ul style="list-style-type: none"> Haulage & Housekeeping Services
अनुबंध अवधि / Contract Period	3 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	11 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	2 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested) *In case any bidder is seeking exemption from Experience Turnover Criteria, the supporting documents to prove his e for exemption must be uploaded for evaluation by the buy
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 d to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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	2016385.13
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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	40350

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).	42

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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 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 f Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

FA & CAO/MLG/NFR

North East Frontier Railway, Indian Railways, North East Frontier Railway, Ministry of Railways
(Fa And Cao/mlg/nfr, Pin-781011)

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
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of cer Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicati turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporati bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of cons shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bic document (ending month of March prior to the bid opening) of providing similar type of services to any Central / Stat Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micr and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant document evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE anc Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent applicati Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profi as validated and approved by the Buyer after evaluation of submitted documents.

4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase pr /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject t acceptance of L1 bid price.

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 relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid partici Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determ the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA proc

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid o

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated c

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cos

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cc

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**Instruction To Bidder:**[1769067618.pdf](#)**Scope of Work:**[1769067634.pdf](#)**Payment Terms:**[1769067642.pdf](#)**GEM Availability Report (GAR):**[1769067670.pdf](#)**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download format document and upload:**[1769067720.pdf](#)**Custom Bid For Services - Day To Day Maintenance Of Running Room Darjeeling For 03 Y)****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Day to day Maintenance of Running Roor Darjeeling for 03 years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Ad Requiremer
1	Rishav Choudhary	734223,ADME office Hill Cart Road tdh	1	N/A

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 perc time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Service & Support

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

3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. Payment

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

5. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

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. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledger. For release of EMD, the FDR will be released in the favour of the 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 copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid Opening date

6. Forms of EMD and PBG

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

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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 pledger. 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 Original FDR to the Buyer within 15 days of award of contract.

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

Text Clause(s)

item no. 1, Overall managerial work like: Updating Register, Cooking & asst. cooking, Data entries, Cleaning of floors, Serving of washed linens to the boarders on entrance and collection of linens after used by boarders on departure

1.1 The data entry work will be carried out at DJ running room.

1.2 The work will be carried out from 07.00 hrs. To 23.00 hrs. Or as per recommend.

1.3 The operator should have knowledge of computer application.

1.4 As per the proposal by SSE/Loco/NG/DJ, an average of 15 crew members will be accommodated in the running room given time.

1.5 Structure of Running Room:-

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S/N	Description	Quantity

		DJ
1.	Crew Room	05 Nos.
2.	Kitchen	01 Nos.
3.	Dining Hall	01 Nos.
4.	Store Room	01 Nos
5.	T.V. Room	01 Nos
6.	Toilet	04 Nos
7.	Bathroom	04 Nos
8.	Ground Floor	04 Nos. (attached bathroom & toilet)
	Total Number of Rooms	17 Nos.

Item no. 2. Cooking and serving of vegetarian or non-vegetarian meals by refilling required no LPG cylinders for cooking purpose
oom arrangements to ensure, monthly fire safety certificate for use of LPG cylinders.

2.1. The deployment of appropriate nos. of staff for preparation of meal and serving etc. should ensured under the working round
per requirements.

- i. Cooks and assistant cooks.
- ii. Bearers for service.
- iii. Utensil cleaners.

2.2. All the staff deployed by the contractor should wear uniform & apron apparels with name badges with their clear identification.

2.3. Staff Contractor while on duty should keep them in full uniform and remain neat & clean and disciplined.

2.4. Meal has to be prepared for running staff only staying in the running room, Classification of meals;

Vegetarian meals: -Rice/Chapatti, Salad, Dal, Fry/Dry vegetables, One vegetable curry or as required.

Non-Vegetarian meals: -Rice/Chapatti, Salad, Dal, Fry/Dry vegetables, One non-veg. curry (Chicken/Fish/ Egg) or as required.

2.5. Payment for meal will be done as per actual requirements.

2.6. All the staff engaged in preparation and & servicing of meal should be medically checked and certified that they are totally fre
ype of skin and infectious disease. The medical test should be ensured that they are totally free any type of skin and infectio
he medical test should be ensured once in every six month and each staff carries a medical certificate while on duty.

2.7. For preparation of & servicing of meals, the contractor has to arrange to cope with requirements.

2.8. The raw materials for preparation of meal shall be supplied by the running staff individually. The time submission raw materials
staff and servicing meals should be maintained in a separate register.

2.9. After giving raw materials by running staff, the contractor has to be ensured preparation meals with the 45 min. to 50 min. For
and 60 min. for the non-vegetarian. Delay in the meals preparation & substandard cooking standard will be seriously viewed.

2.10. The choice of running staff with regard to meal preparation viz. No. of items to be given with due care to avoid any sort of c
this respect.

2.11. Average 2.0 (Two) meals/day will be provided to each occupant.

- 2.12. The cook deputed for meals preparation should be professionally expert & efficient to prepare any sort of meal within the stip
- 2.13. The servicing of meals should be ensured with attentive promptness and courteous manner.
- 2.14. For preparation of meal only LPG cylinders (commercial) will be allowed. 2.15. Dress with cooking apron, winter cloth & kitche provided to all relevant staff.
- 2.16. Average **06 no. of occupants (As per the proposal initiated by SSE/Loco/NG/DJ)** will be there on daily basis.
- 2.17. Consumable for meal preparation & service LPG (commercial). Vim liquid, bar soap, Steel wool & Scotch bright, Kitchen cloth, and Gas lighter.
- 2.18. Arrangements to be ensured fire safety certificate for LPG in use.

Item no. 3. Thorough cleaning of kitchen chimney (once in two months) or as per requirements.

- 3.1. The contractor shall have to be cleaned and maintenance work of kitchen and industrial chimney in such a manner atmosphere en remains clean and hygienic round of clock.
- 3.2. The cleaning and maintenance work of kitchen & chimney to be done once in two (02) months.

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4. Penalty Clause;

1. Non-compliance/ unsatisfactory compliance of any of the provisions lay down in the terms and condition of this contract will render contractor liable for penalty. For each case of non compliance/non standard compliance, a penalty up Rs. 5000/- (Five thousand Rupees) shall be imposed by Railway. The penalty so imposed will be recovered from contractor's work bill or from his S.D. Money. This penalty will be borne by contractor.
2. Any loss or damage caused to any of the railway asset/property of the running room due to negligent working of the contractor and staff will stand debatable and recovered from the contractor's work done bill or from his security deposit money as the case may be.
3. In case, any of staff deployed by the contractor is found without uniform/ identity card Rs. 500/- (Five hundred rupees) only will be imposed in each case.
4. In case any of the contractor's staff is found involve in illegal activities affecting the environment, a penalty of Rs.3000/- (Three thousand rupees) will be imposed against the contractor or loss incurred by Railway whichever is more.
5. If any complaint is found from any occupant or adverse remarks received during inspection carried out by any Railway officials regarding activities concerned with contract work, Rs.1000/- (One thousand Rupees) will be imposed in each case.
6. Any sort of operational hazard viz, Detention / cancellation of train etc. Caused due to non compliance/ non standard compliance shall be treated as actual obligation on the part of the contractor his deputed staff will be assessed in terms of money which will stand debatable and recovered from the contractor's work done bill or from his security deposit money.
7. In case, number of staff deployed by the contractor found deficient as per schedule, Rs.1000/- (One thousand Rupees).
8. It is Contractor responsibility & liability to provide labour to run satisfactorily the Running Room.
9. All other penalties stipulated under GeM terms and conditions shall be applicable to this tender as well."

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5. TERMS OF PAYMENT:-

1. The contractor will submit a monthly work done bill in triplicate showing details of the work done by them vis-a-vis cost charged.
2. The work done bill will be accepted by SSE/Loco/DJ. He will check and verify the claim and forward the same to ADME/TDH for approval/ work order through Sr.DFM/KIR.
3. Payment will be made as per schedule of rate i.e. after completion of item wise schedule work.

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Other payment Condition:-

- a) All payments shall be subject to compliances all payments formalities viz. Verification & execution of agreement, measuring book bill in Railway standard form, submission of performance Guarantee etc.
- b) Payment will be made after deducting the cost of damages, penalties if any taxes and dues as applicable. However, the applicable GST shall be paid on actual on submission of respective valid documentary evidence.

- c) The bill passing authority will be DIR/DHR and the bill paying authority will be the Sr. DFM/KIR.
- d) Contractor to give consent in a mandate format for receipt of payment through ECS/EFT.
- e) Contractor to provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch, Address, Account type, Bank A/C No. and Bank & Branch code as appearing in MICR cheque issued by the bank.
- f) Contractor to attach a certificate from their bank for certifying the correctness of all above mentioned information.
- g) Contractor has to following the provisions of Minimum Wage Act all the time during the currency of the contract including all labour. Contractor shall be responsible for payment of various statutory provision all taxes, as applicable during the course of contract as applicable. In unavoidable conditions, the contractor shall not be able to play the wages to its staff/ supervisors through bank payment, in such situation contractor may make payment of staff in presence of the Railway Supervisor. A documentary proof in this regard shall be submitted to the undersigned consequence delay mentioning reasons for non-banking payment to staff. Contractor shall abide by all the provisions of labour through their banking.
- h) It is the responsibility of the contractor to arrange for minimum wages at the payment time of all times.
- i) The authority who signs the contract agreement will depute one responsible staff /officer/ officer in-charge of this contract work.
- J) Measurement Book shall be prepared by In-charge (Running Room). Bill should be forwarded to the Divisional office for payment and the counter signature of respective officer in Charge on bill.
- k) Payment will be made through NFT/RTGS in Bank account of Contractor only. l) All disputes are subject to the jurisdiction of DIR/Divisional Office.
- m) Other deduction like Income tax, education cess & surcharge will be deducted from the bills.
- n) For any dispute GCC for services shall be followed.

Note: The rates are inclusive of all charges and taxes i.e. transportation, labour, sales, tax, GST, Excise duty & other applicable charges and no separate charges be paid whatever.

6. The terms and conditions of the work as under:-

1. The contractor will be responsible for prevention of unauthorized entrance in the running room premises round the clock.
2. The cost of uniform, apron and other related materials for watchman will be come by the contractor and no extra clam on this will be acceptable.
3. The contractor staff will be accountable for the safety of the running room occupants including belonging of Railway & occupants.
4. On expiry of the contract, all items like tools & plant cookeries & utensils accessories remain the property of Railway. In case of some loss/damage cost will be realized from security deposit.
5. SSE/Loco or his authorized representatives shall maintain and check the measurement book per enclosed format and monthly will verify on the basis of above MB. Copy of this MB shall enclose in this monthly bill.
6. Periodical medical checkup (6 month) for the staff engage for cooking service is mandatory.
7. The contractor has to register in Indian Railways Shramik Kalyan Portal (i.e. www.shramikkalyan.gov.in) and upload Contract Order. After successful registration and upload of Contract Order/LoA, the contractor must upload all the active workmen employed in the work details as per contractor help manual available at http://shramikkalyan.indianrailways.gov.in/manual/CLIP_CONTRACTOR_MANUAL.pdf. The contractor has to update the payment status of monthly wages in the mentioned portal on regular basis.

Note: All the clauses of IRGCC for services (2018) shall applicable to this contract unless and otherwise mentioned. Any modifications /Amendments issued to IRGCC for services (2018) during the course of contract period are applicable to this contract also.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to the change and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and 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 exemptions provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category 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 for 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 and conditions 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, the seller can raise their representation against the same by using the Representation window provided in the bid details field 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 shall ensure full compliance with all applicable labour laws, including 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 a 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 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 [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid a [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in the [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 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 कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement 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 complies 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 termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---