

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-02-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-02-2026 17:30:00
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 Education
विभाग का नाम/Department Name	Department Of School Education And Literacy
संगठन का नाम/Organisation Name	Kendriya Vidyalaya Sangathan
कार्यालय का नाम/Office Name	Kendriya Vidyalaya Sangathan R O Jabalpur
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	12 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
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
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

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 मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	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

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a) 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 :**

PRINCIPAL

KENDRIYA VIDYALAYA NKJ KATNI, SKP COLONY, NKJ KATNI, PIN-483501 (Madhya Pradesh), Department of School Education and Literacy, KENDRIYA VIDYALAYA SANGATHAN, Ministry of Education  
(Pankaj Kumar Jain)

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
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

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 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.
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 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.

8. 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

**Scope of work & Job description:**[1769770208.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:**[1769848481.pdf](#)

#### Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others ( 4 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Skill Category	Unskilled
Educational Qualification	Not Required
Type of Function	Others
List of Profiles	Sweeper
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Madhya Pradesh
<b>एडऑन /Addon(s)</b>	

विवरण/ Specification	मूल्य/ Values
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Designation	0
Title for Optional Allowances 3	0

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Pankaj Kumar Jain	483501,KENDRIYA VIDYALAYA NO. 2 NKJ KATNI S.K.P. COLONY, NEW KATNI JUNCTION DISTT. KATNI (MP) PIN CODE - 483501	4	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 541</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 2.705</li> <li>• EPF Admin Charge (INR per day) : 2.705</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 17.5825</li> <li>• Provident Fund (INR per day) : 64.92</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

### Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others ( 1 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Skill Category	Unskilled
Educational Qualification	Not Required

विवरण/ Specification	मूल्य/ Values
Type of Function	Others
List of Profiles	Mali/Gardner Helper
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Madhya Pradesh
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Designation	0
Title for Optional Allowances 3	0

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Pankaj Kumar Jain	483501,KENDRIYA VIDYALAYA NO. 2 NKJ KATNI S.K.P. COLONY, NEW KATNI JUNCTION DISTT. KATNI (MP) PIN CODE - 483501	1	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 465</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 2.325</li> <li>• EPF Admin Charge (INR per day) : 2.325</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 15.1125</li> <li>• Provident Fund (INR per day) : 55.8</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 12</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. Payment

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

### 3. **Generic**

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The services for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST :

0

%

Notification No.and date :

12/2017-CENTRAL TAX (RATES))

dated

28/06/2017

### 4. **Forms of EMD and PBG**

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

KENDRIYA VIDYALAYA NO.2 RLY KATNI VVN AC

Account No.

325802050000009

IFSC Code

UBIN0532584

Bank Name

UNION BANK OF INDIA

Branch address

UNION BANK OF INDIA KATNI SUBASH CHOWK DISTT KATNI ,MADHYA PRADESH KATNI PIN-483501

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 Added text based ATC clauses

The outsourced manpower shall be provided, managed, and paid by the successful bidder. All statutory obligations including wages, gratuity, medical check-ups, EPF, ESI, etc., if applicable, shall be the sole responsibility of the service provider, strictly in accordance with the terms and conditions of the Bid Document and prevailing labour laws.

No additional financial liability shall be borne by the buyer beyond what is specified in the bid. Other important ATC of this office as follows:

1. The outsourced manpower shall be provided, managed, and paid by the successful bidder.

2. All statutory obligations including wages, gratuity, medical check-ups, EPF, ESI, etc., if applicable, shall be the sole responsibility of the service provider, strictly in accordance with the terms and conditions of the Bid Document and prevailing labour laws. No additional financial liability shall be borne by the buyer beyond what is specified in the bid.

3. ePBG shall be submitted in original in favour of M/s Kendriya Vidyalaya No.2 RLY KATNI VVN AC at 3% of bid contract value to office within 15 days after award of contract. The same should be updated in GeM portal.

4. Successful bidder shall have to abide by the instructions as per work order which will be given to selected bidder from this office through email.

a) The remuneration to the employees shall be disbursed through electronic mode to their bank account or cheque at Vidyalaya premises in the presence of representative of Vidyalaya or Its constituent. Electronic mode of payment shall prevail over cheque payment. (b) The Contracting Agency will ensure payment by the 5 of every succeeding month to their employees provided to the Vidyalaya office/premises as per the monthly remuneration quoted without any deduction. 9 / 12 (c) The Contracting Agency will submit the invoice/bill along with proof of disbursement in duplicate after making the payment to the employees provided to the Vidyalaya office/premises supported with the following [documents](#):-

(1) Details of disbursement made to the staff furnishing cheque details for each payment or online fund transfer receipt, NEFT/RTGS payment receipt as the case maybe.

(ii) Proof of payment of statutory obligation such as EPF (Copy of Challan with TRRN), ESI, Service Tax and any other applicable tax.

(iii) It is the responsibility of the Contracting Agency to confirm the credit of EPF & ESI into the individual account of the employee provided to the Vidyalaya.

(iv) Muster roll for the month. Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice/bill.

(v) The Contracting Agency will provide PCC verification proprietor/partner/Director also.

(d) The Contracting Agency will provide Identity Card to all his employees deputed as per the format suggested by the Indenting Office valid for the period of contract.

(e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the indenter/Client.

(f) The normal office hours of The PM SHRI KENDRIYA VIDYALAYA, NKJ KATNI is from 7.00 am to 6.00 pm six days from Monday to Saturday. However, the Contracting Agency will provide the security services round the clock all the days in a month according to the duty timing shown at pre-pages/above. Vidyalaya also reserves the right to request for the services of additional/extra manpower. The Contracting agency will be compensated, for the extra manpower provided, by the Indenting Agency as per the rate quoted.

(g) In case of absence on any working day, the monthly remuneration will be regulated as per the formula .

(h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by Vidyalaya. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also. No Conveyance or any other charges will be paid by The PM SHRI KENDRIYA VIDYALAYA, NKJ KATNI . In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. Within 24 hours. The replacement of a Candidate on account of absence/unsuitability for PM SHRI KENDRIYA VIDYALAYA, NKJ KATNI shall be made within 24 hours.

(I) The contracting Agency will be required to sign a contract with the Vidyalaya as per the Model Contract available on GEM . The other terms and conditions specified in the Bid document of accepted bid will also form the part of the Model Agreement.

(J) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed PM SHRI KENDRIYA VIDYALAYA, NKJ KATNI reserves the right to claim and recover damages from Contracting Agency.

(k) The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work.

(l) The Contracting Agency will deploy the trained/professional conservancy staff/gardener/attendant and supervisor, who are below the age of 50 years as well as physically fit and mentally alert.

The Contracting Agency will also ensure that the security guard are free from any Infectious disease before deployment for work.

(a) if there is a minor difference in rate due to rounded off the amount rates will be considered same as rounded off to nearest whole number(if less than 50 P will read previous Rupees and 50 paisa and above to the next higher in Rupee

(b) The indenter reserves the right at the time of award of contract to increase or decrease the requirement of manpower

(C) The Indentor prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the Contract.

(d) Notwithstanding the above, the indentor reserves the right to accept or reject all Bids and to cancel the bidding process and reject all Bids at any Time prior to the award of the contract.

Evaluation of Bid/ATC: The indentor will evaluate and compare the Bids determined to be substantially responsive i.e. which are properly signed, and confirm to the terms & conditions in the following manner:

(1) The bid will be treated as non-responsive if following documents are not attached:-

a) Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature.

b) Audited Balance Sheet & Profit and Loss Account Last 3 year (Verified by CA with UDIN No.)

c) List of clients during last 3 years along with cost of assignment.

d) PAN No, and copy of last 3 year assessment order/copy of IT return

e) Attested copy of proof of EPF registration

f) Attested copy of proof of ESI registration

g) Attested copy of proof of GSTIN registration. (However Kendriya Vidyalayas are exempted from GST)

h) Contract Labour License Certificate issued by Govt. of Madhya Pradesh

l) Attested copy of proof of ISO Certificate copy

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## 6. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## 7. **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.

## 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 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 [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---