

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-06-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-06-2026 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	Assam
विभाग का नाम/Department Name	General Administration Department Assam
संगठन का नाम/Organisation Name	District Commissioner Morigaon
कार्यालय का नाम/Office Name	Dc Office Morigaon
वस्तु श्रेणी /Item Category	Hiring of Sanitation Service - Manpower Based Model - Sweeper; 6; All Areas; All Areas; Daily; 2
अनुबंध अवधि /Contract Period	2 Year(s) 10 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	15 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
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 ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
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
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>45</b> days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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	60603

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	1.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

36

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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.

**लाभार्थी /Beneficiary :**

Morigaon

DC Office Morigaon, General Administration Department Assam, District Commissioner Morigaon, (Office Of The District Commissioner, Morigaon)

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

No

1. 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.

2. 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.

3. 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.

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

Manpower Service Requirement and Cost Details - [1779380249.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Additional Scope of Work and Size of Areas to be Serviced:**[1779385384.pdf](http://1779385384.pdf)

**Machinery, Cleaning Agent and equipment requirements to be indicated if it is to be supplied by the service provider:**[1779385406.pdf](http://1779385406.pdf)

**Hiring Of Sanitation Service - Manpower Based Model - Sweeper; 6; All Areas; All Areas; Daily; 2 ( 6 )**

**तकनीकी विशिष्टियाँ / Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Category of Resource	Sweeper
Number Of Working Days in Week	6
Type of Area	All Areas
Area Inclusions	All Areas
Cleaning Cycle	Daily
Cleaning Frequency	2
Consumables/Equipments and cleaning agents to be provided by	Buyer
Machineries to be provider by	Buyer
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Assam
<b>एडऑन / Addon(s)</b>	
Consumables/Equipments and cleaning agents to be provided by Service Provider	NA
Machineries to be provider by service provider	NA

**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	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources	अतिरिक्त आवश्यकता /Additional Requirement
1	Chitta Ranjan Nath	782105,District Commissioner's Office, Morigaon VIP Road- 782105.	6	<ul style="list-style-type: none"> <li>• Approx Area in Sq.Ft : 4500</li> <li>• Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST : 12025</li> </ul>

## 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. 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.

### 3. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

### 4. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

### 5. Service & Support

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

### 6. Service & Support

The Service Provider is required to have at least 20 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the

bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

## 7. **Service & Support**

The Service Provider must own 20% of the bid quantity of vehicles in Service Provider's name or in the name of the proprietor / partner of the Service Provider. Necessary documents relating to proof of ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles will be part of the fleet to be deployed by the Service Provider in case he gets the contract against this bid.

## 8. **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.

## 9. **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.

## 10. **Swachh Bharat Mission(SBM)**

### **Scoping for AMC of STP**

#### **a.The shift operators shall**

- 1.Attend duty in the stipulated time and allotted shift and Operate , Maintain the Plant equipment's (STP) by following the Work Instructions and Safety Guidelines .
- 2.Check the Raw Sewage Pumps, Sludge Recirculation Pumps, Aerators(fixed/surface), Pre Final Treated Water pumps, Final Treated Water Pumps, Air blower and Electrical panel, Pressure sand filter, tank, etc. for healthiness and record in the daily log book. Record the Flow meter readings.
- 3.Periodic cleaning of Bar Screen Chamber from accumulation of solid debris flowing towards Equalization Tank.
- 4.Periodically Collect the Sample of Sewage from the Surface aerator tank and shall be transferred to Imhoff cone for measuring MLSS/MLVSS content and based on the result necessary adjustment shall be carried out for healthy operation of the plant.
- 5.Prepare Sodium Hypochlorite solution as per the instruction and adjust the flow for disinfecting the treated sewage.
- 6.Keep the Plant surroundings neat and clean by way of cleaning the spillages, overflows, clogging etc.
- 7.Check the 'Return Sludge' as applicable.
- 8.Any other activity required on SOS basis.

**Caution :** (i) *The operator should not enter any confined space without checking the level of oxygen in indoor air.*

(ii) *Compliance to regulatory norms as prescribed by concern SPCB/PCC is one of the basic condition of Contract and non-negotiable.*

#### **b.The Contractor or his technical representative Shall**

- 1.Visit the STP "ONCE IN A WEEK" and shall observe and report the healthiness of the plant to the Client/Site Incharge. He shall put his signature in the attendance register maintained at the plant during each visit to the plant and report to the concerned engineer.
- 2.He/She shall be responsible for the general administration works for the operators deputed for the work.
- 3.He/She shall be responsible for preparing and submitting the monthly invoices, entry pass of operators, Sunday and holiday entry passes, Attendance upkeep, coordination with HR department and liason during visit of state government officials for verification of documents.
- 4.He/She shall be responsible for providing necessary guidelines for the operator regarding safety, health and environmental matters and create general awareness about company disciplines.
- 5.He/She shall be responsible for all official correspondences with Client/Site Incharge.
- 6.He/She shall be responsible for any failure of the operators in following the company disciplines and standing orders.
- 7.Any other activity required on SOS basis.

The contractor shall follow the labour laws in engaging the man power and ensure that the operators are given weekly off also to depute Operator if the Shift Operator / General shift operator is on leave / absent / compensatory off.

11. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

r Added Bid Specific Terms & Conditions for Hiring of Sanitation Service for Office of The District Commissioner, Morigaon.

1. Eligibility Criteria:

a) The bidder must be a company registered under the Indian Companies Act, 1956/2013/ a Partnership Firm/ a Limited Liability firm/ or a Proprietorship firm and must provide a **valid Certificate of Incorporation/ Registration Certificate/ Trade License** at the time of submission.

b) The bidding entity must be registered with the Goods & Services Tax (GST) and Income Tax Authorities and **must submit a valid copy of the GST Registration Certificate and PAN card.**

2. Local Presence:

a) The bidding entity **must** have a presence in business in **Assam** at the time of application. A copy of a valid GST Registration Certificate, Trade License, and Assam Shops & Establishment License of Assam must be submitted at the time of bid submission.

b) The service provider must be capable of providing **uninterrupted service** at the buyer's designated address on a **24x7 basis**, as per the scope and criticality of the service. Non-compliance with this clause may lead to termination of the contract and/or other actions as per the terms of the agreement.

3. Licenses and Registrations:

The Bidder/ OEM (themselves or through reseller(s)) must have experience in supplying manpower services such as sweepers and cleaners to any Central/State Government Organisation/ PSUs/ PSEs in Assam and must submit supply orders as proof.

4. Mandatory Submissions:

a) **EMD submission is mandatory** with the bid, and no exemption shall be granted in this regard.

b) The bidder must provide a Telephone Number along with an escalation matrix for Service Support.

5. Jurisdiction:

The Courts of Morigaon alone will have jurisdiction to deal with and decide any legal matters or disputes whatsoever arising out of the contract.

6. Contract Period:

a) The contract shall be valid for the period of **2 years and 10 Months** (i.e. from **1st June 2026 to 30th March 2029**), subject to the availability of timely Government funds and necessary approvals.

b) Continuation of the contract beyond each financial year shall be subject to review by the Indenting Authority. The Indenting Authority shall communicate its decision, in writing, at the end of every financial year regarding whether the contract will be continued or discontinued.

c) Further, the contract may be terminated at any time, in whole or in part, in accordance with Government directions or instructions, without assigning any reason thereof. In such an event, the bidder shall not be entitled to claim or seek any extension of the contract period under any circumstances.

7. Payment Terms:

- a) Payment under the contract shall be **released on a quarterly basis**, subject to satisfactory performance and submission of requisite bills/documents by the service provider. Further, release of payment shall be subject to availability and allotment of funds by the Government from time to time.
- b) No request for advance payment shall be entertained under any circumstance.
- c) Payment shall be made subject to the availability of budget provision and Government approval post-submission of bills with attendance sheets, salary slips, and bank statements showing credit of wages.
- d) Payments shall ordinarily be made within the time period specified in the bidding documents. In case of delay due to procedural or official reasons, no interest shall be payable; however, the Contractor's legitimate dues shall not be withheld without valid reason.

8. Price Variation Clause:

- a) The rates of minimum wages considered by the Authority are based on the Assam Government Labour Welfare Department Notification No. E-238621/696, dtd. 14-06-2025. However, such rates may be revised (increased or decreased) during the contract period in accordance with subsequent Government directives/ notifications.
- b) In the event of any such revision, the Indenting Authority shall inform the agency in writing. The bidder shall accordingly revise and adjust its billing/claims strictly in compliance with the revised minimum wage rates, and no additional claims beyond such revisions shall be entertained.

9. Bidding Restrictions:

Bidding through any kind of Joint Venture (JV), Consortium, and/ or **sub-contracting is not allowed.**

10. Verification and Penal Actions:

Before issuance of the work order, the Tender Inviting Authority may verify the credentials and/or other documents of the lowest tenderer. If it is found that the documents submitted by the lowest tenderer are false, the work order will not be issued in favor of the said tenderer, and penal action will be imposed accordingly.

**11. Penalty:**

**a)The Manpower deployed shall have to abide by the directions issued by the Office from time to time, and failure to comply shall lead to the following penal action against the service provider and the manpower engaged:**

**i. If the service of the Cleaner/ Sweeper engaged by the Agency is not satisfactory, the contract will be liable to be terminated on issuance of one month's notice by the office.**

**ii. Other penalties that shall be levied and recoverable from the Service Provider are as follows:**

SI. No.	Nature of Default	Penalty(in Rupees)
1	Late reporting of Cleaning Staff	Rs 200 per day

2	Absence from Duty and Service Provider unable to provide substitute	Rs 300 per day and also wages per day multiplied by the number of days of absence shall be deducted
3	Change of manpower without the knowledge of the Buyer	Rs 200 per incident
4	Manpower deployed by the Service Provider is inefficient, unruly, quarrelsome, infirm, or indulges in unlawful activities or causes destruction to office property	Rs 500 per incident and legal action may also be taken. Repeated offenses shall lead to termination
5	Manpower deployed is found to be in an inebriated condition or has the habit of consuming drugs or other illicit substances	Termination and legal action will be initiated with a fine of Rs 5000 shall be imposed
6	Manpower deployed is found to be indulged in littering	Rs 500 per incident
7	Unavailability during work	Rs 300 per incident

#### 12. Criminal Antecedents of persons to be engaged:

The service provider shall ensure that all personnel engaged for execution of the contract are of sound character and do not have any criminal antecedents. The successful bidder shall submit, in respect of all deployed personnel, either (i) a valid Police Verification Certificate issued by the competent authority, or (ii) a duly notarized affidavit declaring that the concerned personnel have no criminal record/ antecedents.

#### 13. Responsibilities of the Agency:

- a) The Manpower deployed by the Agency shall be the staff of the Agency, and the Agency shall bear all expenses for the deployment of manpower as per the prevalent Labour Laws or other Act in force. The Office shall not be responsible or bear expenses for their deployment.
- b) In case of failure of the Agency to commence work or in the event of breach of any of the terms of the Contract, the Performance Security of the Agency may be forfeited.
- c) The cost of fooding, lodging, boarding, accommodation, or any related personal expenses of the personnel engaged for execution of the service shall be borne solely by the service provider, and no such liability shall devolve upon this Authority/ Department. The undersigned shall not pay any amount exceeding the rates approved by the Government vide Notification No. E-238621/696 dated 17 June 2025.

#### 14. Right to Reject:

- a) The Tender Inviting Authority reserves the right to reject any bid and annul the bidding process and reject all bids at any time prior to the award of the Contract, without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- b) The Office of the District Commissioner, i.e. Buyer, reserves the right to increase or decrease the quantity

ty to be ordered by upto 25 percent of bid quantity at the time of placement of contract. The Buyer also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity of each category of services initially procured during the currency of the contract at the contracted rates. Bidder is bound to accept the order accordingly.

**15. Compliance with Laws:**

The Agency shall comply with all applicable laws, including but not limited to the Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, Employees' Provident Funds and Miscellaneous Provisions Act, Employees' State Insurance Act, and other relevant laws in force.

**16. Insurance:**

**The Agency shall ensure that its employees deployed at the premises are adequately insured against accidents and injuries while at work. The Agency shall be responsible for any injury or damage to its employees during the performance of the Contract.**

**17. Indemnity:**

**The Agency shall indemnify and hold harmless the Office and its officers/ officials from and against any claims, liabilities, damages, losses, and expenses arising out of or in connection with the services provided by the Agency under the Contract.**

**18. Additional Documents to be uploaded: (Mandatory to be uploaded along with the bid)**

**1. Experience Criteria: Experience Certificate issued by Govt. agency for similar kind of service.**

**2. Bidder Turnover: Turnover Certificate (CA certified).**

**3. Certificates and Other documents:**

**I. PAN Card (Firm/ Company)**

**II. GST Registration Certificate (valid).**

**III. Income Tax Returns (last 2-3 years).**

**4. Additional Doc-1:**

**I. Registration under Contract Labour (Regulation & Abolition) Act, 1970 OR Labour License.**

**5. Additional Doc- 2:**

**I. EPF Registration Certificate (with latest challans/ returns)**

**II. ESI Registration Certificate (with latest challans/ returns).**

**Additional Documents to be submitted on successful bidding and Award of Contract Period:**

**1. Document-1: An affidavit on stamp paper of Rs 100, duly notarized, affirming the following must be submitted:**

**i. I/We have carefully read and understood all the terms and co**

nditions of and the requirement mentioned in the bid document a  
nd agree to abide by them.

ii. **Correct information has been furnished in the tender, and the bidder shall be solely responsible for furnishing wrong/false information in the bid.**

i. **Not having been debarred/ blacklisted by any organization under the Central/State government/Semi-government/PSUs of Central/State governments/PSEs.**

ii. **Power of Attorney or Board Resolution, duly authorizing the person signing the documents to sign on behalf of the bidder and thereby binding the bidder.**

iii. **I/We accept all clauses, including those relating to payment terms, security deposit, and performance obligations. Any condition contrary to the terms shall be ground for rejection of bid and termination of contract.**

**2. Additional Doc- 2: Character Antecedent of the workers to be engaged in the Office Premises.**

sd/-

District Commissioner,

Morigaon.

## **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 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---**