

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-03-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-03-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Power Grid Corporation Of India Limited
संगठन का नाम/Organisation Name	Power Grid Corporation Of India Limited
कार्यालय का नाम/Office Name	Corporate Office Gurgaon
वस्तु श्रेणी /Item Category	Facility Management Service- Manpower based (Version 2) - Industrial; Horticulture Services; Unskilled , Facility Management Service- Manpower based (Version 2) - Industrial; Horticulture Services; Skilled
अनुबंध अवधि /Contract Period	2 Year(s)
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,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
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

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	4
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	102800

#### 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).	27

(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 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 :

Mgr  
POWER GRID Corporation OF INDIA Limited, Western Region Transmission System-II, Regional Head Quarter,  
Plot54, Adjacent to Riya-Revati Resort, Sama-Savli Road, Vadodara - 390024, Gujarat  
(Shalini Nigam)

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. 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.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

**Scope of work & Job description:**[1768304606.pdf](#)

**In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.:[1768304611.pdf](#)**

**Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:**[1768304615.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1768304619.pdf](#)

**Facility Management Service- Manpower Based (Version 2) - Industrial; Horticulture Services; Unskilled ( 6 )**

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premise	Industrial
Type of Services Required	Horticulture Services
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Mali/Gardner Helper
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
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	Gujarat , Madhya Pradesh , Maharashtra , Dadra and Nagar Haveli and Daman and Diu
<b>एडऑन /Addon(s)</b>	
Consumables to be provided by Service Provided	NA
High End Machinery and Equipments to be provided by Service Provider	NA
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowances 1	Overhead Charges
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	Helper

**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 दस्तावेज /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 / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Jitendra Kumar Gavel	486886,Powergrid Corporation of India Ltd., 765/400 KV Vindhyachal Pooling Substation Near UMPP Reliance SASAN Power plant Township, Village-Khamariya, Post- Tiyara Dist - Singrauli, Madhya Pradesh-486886	6	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 541</li> <li>• Bonus (INR per day) : 45.07</li> <li>• EDLI (INR per day) : 2.71</li> <li>• EPF Admin Charge (INR per day) : 2.71</li> <li>• Optional Allowances 1 (INR per day) : 43.81</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 17.58</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 64.92</li> <li>• Tenure/ Duration of Employment (in months) : 24</li> </ul>

**Facility Management Service- Manpower Based (Version 2) - Industrial; Horticulture Services; Skilled ( 4 )**

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premise	Industrial
Type of Services Required	Horticulture Services
Skill Category	Skilled
Type of Function	Others
List of Profiles	Gardner/Mali
Educational Qualification	Not Required
Specialization	Not Required

विवरण/ Specification	मूल्य/ Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
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	Gujarat , Madhya Pradesh , Maharashtra , Dadra and Nagar Haveli and Daman and Diu
<b>एडऑन /Addon(s)</b>	
Consumables to be provided by Service Provided	NA
High End Machinery and Equipments to be provided by Service Provider	NA
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowances 1	Overhead Charges
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	Gardner/Mali

**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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Jitendra Kumar Gavel	486886,Powergrid Corporation of India Ltd., 765/400 KV Vindhyachal Pooling Substation Near UMPP Reliance SASAN Power plant Township, Village- Khamariya, Post- Tiyara Dist - Singrauli, Madhya Pradesh- 486886	4	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 760</li> <li>• Bonus (INR per day) : 63.31</li> <li>• EDLI (INR per day) : 2.88</li> <li>• EPF Admin Charge (INR per day) : 2.88</li> <li>• Optional Allowances 1 (INR per day) : 60</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 24.7</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 69.23</li> <li>• Tenure/ Duration of Employment (in months) : 24</li> </ul>

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

### 1. Generic

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

### 2. 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. 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.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Additional Terms and Conditions (ATC)**

This tender pertains to:

**Deployment of Manpower for AMC for 02 years for Horticulture Maintenance under 765/400 kV Vindhyachal Substation.**

1. Bidders should go through the bidding document to ascertain their scope of work and quote their prices accordingly.
2. **Bidder should have office in any of the states under Region WR-II as on date of original scheduled date of bid opening. Region shall constitute states of Gujarat, Madhya Pradesh, Maharashtra or UT of Daman, Diu and Dadra and Nagar Haveli.**

**Annexure-QR**

**Qualifying Requirements**

**1. General**

- 1.1. Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the bidder's Technical Experience (Para 2 below) and Financial Position (Para 3 below) as demonstrated by the Bidder's responses in the corresponding Bid Schedules.
- 1.2. POWERGRID reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract. The decision of POWERGRID in this regard shall be final & binding on bidders.
- 1.3. Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying criteria.
- 1.4. The Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. The assessment shall inter-alia include (i) document verification; (ii) details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work; (iii) past experience and performance; (iv) customer feedback; (v) bankers' feedback; etc.

1.5. Bid can be submitted by an individual firm. Bid from Joint Venture shall not be accepted.

## 2. TECHNICAL EXPERIENCE

2.1. The bidder must have successfully executed the 'similar works' # in PSUs/Government Departments/ Government Autonomous bodies/**Private/ Multinational Organizations/Companies** as a prime contractor during last 7 years immediately preceding originally stipulated last date of bid submission as per GEM Bid

2.1.1. Three Similar Works<sup>#</sup>, each of not less than **INR 20.56 Lakh\***

or

2.1.2. Two Similar Works<sup>#</sup>, each of not less than **INR 25.70 Lakh\***

or

2.1.3. One Similar Work<sup>#</sup> of not less than **INR 41.12 Lakh\***

**\* The value of project excluding Taxes & Duties**

**# 'Similar Works' shall mean: Horticulture Works - Horticulture development/ Horticulture maintenance works/ Landscaping works**

2.2 Following documents shall be submitted by the bidder as evidence of above:

a) Completion certificate (s) from the client for the work inter alia indicating final executed amount and date of completion or any other document authenticated by the client containing relevant information to conclusively establish that the bidder has completed the requisite works (s) as per the requirement specified above.

b) The copies of corresponding work orders.

2.3 (a): In case of works executed under a contract that had been awarded on a Joint Venture, the experience of individual Joint Venture partner shall be considered limited to the scope of that partner under the said contract.

(b) In case bidder is a holding company, the technical experience referred to in clause 2.1 shall be of that holding company only (i.e., excluding its subsidiary/group companies. In case bidder is a subsidiary of a holding company, the technical experience referred to in clause 2.1 shall be of that subsidiary company only (i.e., excluding its holding company).

## 3. Financial position: (For package with Cost Estimate below Rs. 5 Crore)

3.1 The bidder must meet the following minimum criteria:

Minimum Average Annual Turnover\* (MAAT) for the best three years i.e., 36 months out of last five financial years of bidder should be at least **INR 20.56 Lakh.**

*\*Note - Annual Gross revenue from operations/gross operating income as incorporated in the profit and loss account excluding other operative income/other income. While working out annual turnover of a bidder for the purpose of QR during bid evaluation, Taxes & Duties (if any) separately indicated in the Profit & Loss Account shall not be considered.*

**Notes:**

- a) Start-Ups^ meeting the Technical Experience at Para 2 above shall also be considered qualified if they meet eighty (80) % of the requirement specified at Para 3 above in Financial Position.
- b) MSEs^^ meeting the Technical Experience at Para 2 above shall also be considered qualified even if they do not meet the requirements specified at Para 3 above in Financial Position.

**4.0 Notes:**

- a) *In case bidder is a holding company, the Financial Position criteria referred to in clause 3 shall be of that holding company only (i.e. excluding its subsidiary/group companies. In case bidder is a subsidiary of a holding company, the Financial Position criteria referred to in clause 3 shall be of that subsidiary company only (i.e. excluding its holding company).*
- b) *In case the bidder is in existence for less than three (3) Financial Years, average turnover as per financial statement for completed Financial Years shall be considered for the purpose of compliance to the specified MAAT requirements.*
  - c) *^ START-UP as defined by DPIIT, applicable as on the originally scheduled date of bid opening.*
  - d) *^^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 & Medium Enterprises and its subsequent Orders/Notifications issued by Concerned Ministry.*

**\*\*\*\*\* End of QR\*\*\*\*\***

**3. Following is BOQ for reference :**

**Deployment of Manpower for AMC for 02 years for Horticulture Maintenance under 765/400 kV Vindhyaachal Substation.**

Sl no.	Wage components	skilled	unskilled
1	Min wage incl. VDA per day as per latest Min Wage Circular dt 28.03.2025	760.00	541.00
2	Nos of days per month	26.00	26.00
3	Total Min wage incl. VDA per month	19,760.00	14,066.00
4	EPF @ 12% of (Basic+VDA) restricted to 15000/-	1,800.00	1,687.92
5	EDLI @ 0.5% of (Basic+VDA) restricted to 15000/-	75.00	70.33
6	Admin charges @ 0.5% of (Basic+VDA) restricted to 15000/-	75.00	70.33
7	ESI @ 3.25% of (Basic+VDA) restricted to 21000/-	642.20	457.15
8	Bonus @ 8.33% of (Basic+VDA) restricted to 21000/-	1,646.01	1,171.70
9	TOTAL for statutory wages per month (3 to 9) excl. GST	23,998.21	17,523.42
10	Overhead charges @ 6.5% of (9)	1,559.88	1,139.02
11	Total amount excl. GST (9 + 10)	25,558.09	18,662.45
12(i)	Nos of Manpower for Horticulture Work	4	6
<b>12</b>	<b>Total Manpower to be deployed in Contract</b>	<b>4</b>	<b>6</b>
13	Total Amount per month	102232.3661	111974.6717
14	Total AMC Period ( 2 yrs i.e 24 months)	24	24
15	Total AMC Cost (excl GST)	2453576.786	2687392.121
16	Total AMC cost (incl GST @18%)	2895220.607	3171122.702
17	Total AMC cost (incl GST @18%)	6066343.31	
18	Contractor Profit Percentage (Incl. GST)	-----	
19	Contractor Profit amount (Rs.) (Sr. no. 17*18)	-----	
20	Total Cost (Including Contractor profit & Including GST) Final Bid price in GEM portal. (Sr. no. 17+19)	-----	
	Cost of Liveries @Rs 3500 Incl. GST per manpower per year for approved manpower shall be paid/reimbursed to the contractor separately (not part of GeM Bid)		

	<p>In case, the area is not notified under ESI, or the Service Provider is not eligible to get ESI registration due to the number of personnel deployed being below the stipulated minimum, or ESI becomes inapplicable for personnel(s) due to wage ceiling, then, in lieu of ESI, the Service Provider shall obtain Employee Compensation Insurance Policy as per the Employee's Compensation Act 1923 and an additional Insurance Policy (like Mediclaim) for all the personnel deployed by them for this contract, which shall be renewed by the Service Provider, as and when required, till the expiry of the contract.</p>
	<p>Note 1 : Min. wages will be revised as per latest circulated min. wage by Chief Labour Commissioner (Central) of M/o Labour &amp; Employment  Note 2: Contractor shall pay minimum wages as per prevailing Central Govt. or Gujarat/ MP Govt. Min Wages act, whichever is higher, bonus, PF etc.  Note 3: Cost of uniforms to be reimbursed by POWERGRID only after submission of proof of disbursement</p>

4. Bidders are required to submit various forms as applicable / given in ATC document. / MII affidavit/ EX Employee declaration / Proof of Presence of Office in POWERGRID WR-II / QR - Technical (work experience) & Financial QR (MAAT) etc.

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5. **Buyer Added Bid Specific ATC**

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

**अस्वीकरण/Disclaimer**

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

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

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers 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 कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

