

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-03-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-03-2026 13:30:00
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 Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	South Central Railway
कार्यालय का नाम/Office Name	Pcste Scr
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Fixed Remuneration - Others; Attendant; Not Required
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(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) *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 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

**बिड विवरण/Bid Details**

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	2
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
अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>	892056.93
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	17840

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित 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 :**

FA&CAO/C/SC

Annexe to Rail Nirmana Nilayam, 2nd Floor, Secunderabad, South Central Railway - 500 025

(Fa Cao/c/sc)

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. 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.
6. 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.
7. 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**

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:2**

**The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:2**

**Scope of work & Job Description:**[1773814227.pdf](https://www.mca.gov.in/LinkClick.aspx?linkid=1773814227)

**Manpower Outsourcing Services - Fixed Remuneration - Others; Attendant; Not Required ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Function	Others
List of Profiles	Attendant
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
District	NA
Zipcode	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	Telangana
<b>एडऑन /Addon(s)</b>	

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

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

No

**अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents**

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

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Balusani Ravi Kumar	500025,Dycste/Con/1/sc, DRM compound Secundrabad , SC Railway 500025	1	<ul style="list-style-type: none"><li>• Basic monthly pay (INR) exclusive of GST : 24485.42</li><li>• Bonus (INR Monthly) : 2039.63</li><li>• EDLI (INR Monthly) : 0</li><li>• EPF Admin Charges (INR Monthly) : 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>• Optional Allowances 1 (INR Monthly) : 0</li><li>• Optional Allowances 2 (INR Monthly) : 0</li><li>• Optional Allowances 3 (INR Monthly) : 0</li><li>• Provident Fund (INR Monthly) : 3183.1</li><li>• ESI (INR Monthly) : 795.78</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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Note:** 01 Number of TADK/Bungalow Peon is required in Secunderabad.

**1. Availability of Local Office of service provider:** An office of the Service Provider must be located in the state of Consignee for better coordination and satisfactory level service. DOCUMENTARY EVIDENCE TO BE UPLOADED ALONG WITH THE BID OFFER.

**2. Bidder financial standing and non banning:** The bidder must not have suffered bankruptcy/insolvency, under liquidation, court receivership or similar proceedings during the last 5 years. The bidder should not have been banned or debarred by any Central/State Government / agency of Central / State Government / Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid. Bidder to upload undertaking to this effect with bid.

**3. Submission of undertaking certifying the truthfulness of all the documents-**The bidders should submit an undertaking certifying the truthfulness of all the documents submitted/uploaded along with the tender. **[Proforma as per Annexure-B of Buyer uploaded ATC document]**

**4. Constitution of the firm:** The bidder shall give full details of the constitution of the Firm/Company/Society etc. and shall also submit following documents (as applicable)

(a) Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit (or) GST certificate which indicates Proprietorship status.

(b) Partnership Firm: The bidder shall submit self-attested copies of:

(i) Registered/Notarized Partnership Deed.

(ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/ relinquish any claim(s) preferred by the firm sign 'No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.

(c) Company registered under Companies Act-1956: The Bidder shall submit:

- (i) The copies of MOA (Memorandum of Association)
- (ii) AOA (Articles of Association) of the Company
- (iii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.

(d) Society: The bidder shall submit:

- (i) Self-attested copy of the certificate of Registration.
- (ii) Deed of Formation and.
- (iii) Power of Attorney in favour of the tender signatory

(e) Joint Venture(JV): Joint Venture(JV) not permitted.

5. In case, the evaluated financial offers of two or more technically qualified tenderers are lowest and same then the contract will be awarded by "Run L-1 selection" feature of Gem which works on pseudo random number generator algorithm.
6. Agency commission: Minimum agency commission shall be 3.85% of the sum of total contract value and bidders quoting agency commission lower than 3.85% shall be summarily rejected.

**Special conditions of contract (other than SLA):**

## **1. Role and criteria of Resources hired (TADK)**

- i.** Hired manpower should be multi-skilled and competent for multi tasking. They will be attached to serving designated officers at their residence/office for multitasking jobs assigned by officer to them.
- ii.** Hired man power should have attained 18 years before as on the date of engagement.
- iii.** Hired resources should be fluent in language spoken by the concerned officer and his family, whom he will be attached with.
- iv.** Hired resources must possess aadhaar and be free from any criminal antecedent.
- v.** Hired resources should possess multi tasking skills for discharge of duty at the residence/ office of the officer concerned.
- vi.** Hired resources should not be suffering from any contagious diseases and any medical history must be brought to the notice of the concerned officer at the time of suitability.
- vii.** Hired resources must stay/reside at nearby locations, so that in urgency they can attend duty fast and promptly. The Concerned officer (for whom he/she is hired) may also allow him to reside in the outhouse of their residence.
- viii.** Hired resource has to carry out the duty with full diligence, care and sincerity and should be obedient and honest.
- ix.** The attendant engaged by the agency shall not take part in any Railway staff union or association activities.

## **2. Role of Service Provider:**

In addition to clause 4 of SLA which specifies the role of Service provider following are the additional Role of Service provider.

- i. Agency shall deploy the resources i.e Attendant within 7 days of issue of Letter of acceptance.
- ii. Prior to such engagement of TADK (Hired Human resource), the suitability of the Attendant shall be assessed and certified by the Officer for whom the outsourced person is being provided. Detailed Bio-data of the Attendant in Standard format giving full whereabouts with details like, Name in Capital letters, Name of Parents and siblings, Date of Birth, Educational Qualification, Previous experience, Character Certificate, Caste certificate, Religion, Current and Permanent Residential Address, Blood Group, photograph, Mobile No. proof of IDs like Aadhaar, PAN Card, Driving License, Voter Card, Ration Card etc. copy of the ID Proof to be submitted to Consignee.
- iii. The antecedents of attendant to be deployed shall be verified by the service provider from local police authority and an undertaking in this regard is to be submitted to the Consignee.
- iv. Service provider shall produce physical and mental fitness certificate from doctor of any Govt Hospital for manpower resources hired through contract.
- v. There shall be no unilateral change of the Attendant by the Contracted agency. If at all any such change or alternate Attendant is proposed, it should be only as per suitability and with the approval of Officer concerned duly intimating the same to the contract awarding authority.
- vi. In case of absence of assigned attendant, the contracted agency should provide an alternate Attendant as replacement on regular or temporary account, the alternate resource, shall also fulfil all the criteria as applicable for the regular TADK viz. Police verification, Character certificate, ID Cards, Language abilities, medical category etc. and detailed bio-data of the same along with proof of IDs shall be submitted.
- vii. In case of any resource permanently leaving the organization or taking leave for a longer duration, service provider shall communicate the same to buyer at least 1 month prior to the last working day of a resource. Suitable substitute(s) shall be provided by Service Provider as per mutual understanding with buyer.
- viii. Payment to the attendant shall be made on or before 7th of the following month based on the attendance sheet certified by the officer concerned.

- ix. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- x. **Statutory Compliance & Labour Laws:** Compliance of labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions, Shramik Kalyan provisions and any such statutory provisions vis-à-vis the employee would be the responsibility of the bidder/contractor and the Contractor shall submit a certificate of the compliance thereof to Consignee. The invoice for a particular month must be accompanied by the documentary proof towards the above for the previous month.
- xi. **Liability for deployed personnel** All persons deployed, in ensuring services with Railways, by the bidder shall be engaged by them as their own employees /workers in all respects and the responsibility under any statutory enactments in respect of all such personnel shall be that of the bidder. The bidder shall indemnify Railways, against all claims whatsoever arising in respect of the said personnel under any statutory/law in force.

### **C) Role of the Concerned officer and Consignee :**

The Concerned officer shall be responsible to maintain the attendance in the attendance sheet / register and shall send the attendance to the Personal branch for compiling bills. The Attendance should be submitted on 1<sup>st</sup> day of every month. If the 1<sup>st</sup> day of the month happens to be a holiday, then it should be submitted on the next working day.

1. Concerned officer shall provide suitability of hired resources for him/herself to the Personal branch before engaging for service.
2. The concerned officer shall make necessary arrangements for use of basic facilities like water pots, washrooms etc. for man power working at his premise/designated premise.
3. Consignee in the contract shall be Personal branch officer of the unit. He shall monitor the contract and its performance and ensure bill payment on time.

## **d) Payment Terms:**

Payment cycle shall be monthly and should be as per GTC of GeM.

The consideration will be paid by Railways to the bidder against monthly invoices raised on completion of each month for the services provided, by the bidder. Such payments shall be made within fifteen days of/on the receipt of the said invoices along with required documents in duplicate. TDS will be deducted as per prevailing rates. The consideration is all inclusive and no other amounts will be payable to the bidder by Railways on any account whatsoever, unless otherwise specifically agreed to in writing. The tax invoice will be supported by the following documents:

1. Salary sheet for the month with details of allowances & recoveries.
2. EPF challans.
3. ESI challans.
4. Bank Statement as proof of payment to employees.
5. Certificate pertaining to/regarding compliance of Shramik Kalyan portal.
6. Copy of Attendance certified by the concerned Officer under whom they are working.
7. Any other documents, if required.

## **e) Penalty Clause:**

Penalties will be applicable as per Clause 5 of GeM Service Legal Agreement (SLA). However Buyer reserves the right to cancel the contract in case of repeated breach on request of the consignee.

## **f) Other conditions:**

1. The service provider shall carefully read and understand the scope of work document. They may visit the site and understand the nature of service and work area for satisfactory execution of service contract.
2. This tender is governed by Gem SLA, GTC of GeM, Scope of work in which special conditions and penalties are defined.

Situation whenever relevant rules/guidelines/clauses are not available in bid conditions, the relevant clause/paras of General conditions of contract for services will be applicable. GCC for services 2018 and its amendments (up to tender opening date) are available in Railway board website. The Hyperlink for GCC for services in Railway is as following.

[https://indianrailways.gov.in/railwayboard/uploads/directorate/Transformation\\_Cell/Circulars/General\\_Condition\\_Contract\\_Service.pdf](https://indianrailways.gov.in/railwayboard/uploads/directorate/Transformation_Cell/Circulars/General_Condition_Contract_Service.pdf)

- 3) Post tender opening no new documents (which are not part of original

bid offer uploaded by service provider before opening of GeM bid) will be considered for bid evaluation. Bidder's offer is liable to be rejected if they don't upload any of the certificate s/ documents sought in the Specification, Bid document. Buyer Added Bid Specific Additional Terms and Conditions and Corrigendum if any.

4) (a) The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer

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

(c). 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 Seller's obligations there under.

- 5) Successful Bidders have to submit the Performance Security in the form of Fixed Deposit Receipt/Performance bank Guarantee (Bank Guarantee sample format as per Annexure-V of Buyer uploaded ATC document). FDR should be made out or pledged in the name of FA&CAO/C/SC. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the buyer after making endorsement on the back of the FDR duly signed and stamped along with a covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the buyer within 30 days of award of bid in GeM/date of issue of intimation to deposit Performance Security. GeM contract will be issued only after receipt of Performance Security. Extension of time for submission of PG beyond 30 days and up to the date of submission of PG from the date of issue of intimation to deposit Performance Security may be given by Dy.CST E/C-I/SC. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days (i.e. from 31st day after the date of issue of intimation to deposit Performance Security). In case the contractor fails to submit the requisite PG after 60 days from the date of issue of intimation to deposit Performance Security, a notice shall be served to the contractor to deposit PG immediately however not exceeding 90 days from date of intimation. In case the contractor fails to submit the requisite PG even after 90 days from the date of intimation, a notice shall be served to the contractor and the GeM Bid shall be cancelled duly forfeiting EMD and other dues, if any payable against the tender. The recovery of an amount equivalent to PG shall be made from any outstanding bills in Railway. The total recovery shall not exceed 5% of accepted value which is equivalent to Performance Guarantee. The failed Service Provider shall be debarred from participating in re-tender for that service. In case, the 90<sup>th</sup> day is a bank holiday or office closure next working day should be considered as the last day for submission of PGs, Decision of Dy.CST E/C-I/SC would be final in case of any dispute.
- 6) In the event of the transfer or superannuation of the officer to whom the Bungalow peon is provided through outsourcing, payments for the Bungalow peon shall

services shall be stopped immediately from the date of the officer's transfer or superannuation, or the outsourced Bungalow peon may be transferred to the next eligible officer requiring such services to avoid wastage of manpower.

## 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---