

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-04-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-04-2026 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	South Eastern Railway
कार्यालय का नाम/Office Name	Ser Hq
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Fixed Remuneration - Others; Attendant; Secondary School
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	60 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) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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	189151

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 :

PFA
11,GARDEN REACH ROAD,SER HQ, KOLKATA-43
(Pfa/grc)

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	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. 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. 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.

4. 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

Manpower Outsourcing Services - Fixed Remuneration - Others; Attendant; Secondary School (12)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Function	Others
List of Profiles	Attendant
Educational Qualification	Secondary School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
District	NA
Zipcode	NA
Is Geographical presence of the Service Provider registered office is required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowance 2	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Rupashi Nag	700043,11, Garden reach Road	12	<ul style="list-style-type: none"> • Basic monthly pay (INR) exclusive of GST : 25000 • Bonus (INR Monthly) : 0 • EDLI (INR Monthly) : 0 • EPF Admin Charges (INR Monthly) : 1950 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • Optional Allowances 1 (INR Monthly) : 0 • Optional Allowances 2 (INR Monthly) : 0 • Optional Allowances 3 (INR Monthly) : 0 • Provident Fund (INR Monthly) : 0 • ESI (INR Monthly) : 0 • Tenure/ Duration of Employment (In Months) : 24

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. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document

in support of contract execution like Third Party Inspection release note, etc. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

3. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Payment**

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

5. **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.

6. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

Scope of Work, Additional Terms & Conditions Buyer Specific

(Annexure-I)

FOLLOWING INSTRUCTIONS ARE TO BE FOLLOWED DURING PARTICIPATION:

Only contract document will not be considered as experience criteria. Completion certificate from buyer is necessary.

Annual turnover criteria: Annual turnover document should be signed from a registered Chartered accountant . This will only be considered.

1. Scope of Work

This Bid is for engagement of Attendants through Contracts to provide the Attendants to officers of GENRAL ADMN. Department/South Eastern Railway posted at Garden Reach Kolkata.

Following Attendants required on Contractual basis on Fixed remuneration basis: -

Sr. No.	Designation of Posts	Age limit	Projected Requirement	Fixed remuneration per month (in Rs)	Statutory EPF	Period	Unit	Total (T) (Rs.)

-	-	-	A	B	C	D		$T=A*(B+C)*D$
	Attendants	Min 18 Year	12	25000	1950	24	Month	77,61,600
Total (Excluding GST)								77,61,600
GST @ 18%								13,97,088
Minimum Agency service charge (3.85%)								2,98,821.6
Gross Total Including GST and Minimum Agency Service Charge								94,57,509.6

*Agency service charges will be extra. Bidders quoting service charges lower than applicable minimum service charges which is 3.85% and quoting service charges more than applicable maximum service charges which is 7% shall be summarily rejected. Service charges regarding this is notified by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India from time to time. Lastly, it was published vide Letter No. F 6/1/2023-PPD dated 06.01.2023.

Service location:

South Eastern Railway Headquarters, 11, Garden Reach road. Kolkata-43

SER will have no liability towards accommodation and transport of Attendants.

Designation	Suitability of the Attendant
Attendants	<p>A. The Attendant should have completed the age of 18 years and upper age limit will be 50 years, on the date of engagement.</p> <p>B. Attendants should be physically fit.</p> <p>C. The Attendant should have passed Class 10th.</p> <p>D. The criminal antecedents of the Attendant should be verified with the Police Authority and the certificate to this effect should be furnished by the Contracted agency before undertaking the Suitability assessment.</p> <p>E. The Suitability of the Attendant will be assessed and approved by the Officer for whom the outsourced person is being Provided, prior to such engagement.</p> <p>F. A copy of self-attested Aadhar Card of the Attendant concerned should also be provided at the time of engagement.</p>

Eligibility Criteria for the agency: -

- The agency should have completed at least one work of similar nature in last 3 financial years including the current financial year up to date of opening of the Tender, one similar single service contract for a minimum value of 80% of the annual advertised value of the tender.

*Similar nature of work means "Supply of Manpower (Attendants/Housekeeping) to an

y establishment of central/state Government Organizations/PSU/Autonomous bodies.”

b. The firm should have received contract/contracts amount equal to or more than 150% of the annual advertised tender value in last three financial years including the current financial year.

Service Requirements: -

1. The firm shall be responsible for providing the required number of attendants at any time, even at short notice.
2. Prior to engagement of an Attendant through the agency, his suitability as an attendant shall be examined and certified by the officer concerned under whom the attendant would be required to work.
3. The Officer Concerned will place the indent to nodal officer, Nodal officer will place the indent on the agency for engagement of an attendant. The officer concerned will choose the attendant through screening from pool of attendants provided by the agency. Nodal Officer will coordinate for the screening.
4. The working hours for the Attendant shall be 10 hours a day in two spells for 6 days a week and weekly rest. However, specific shift timings can be varied as per specific requirement of the concerned officer. Weekly rest day to be decided by the concerned officer under whom attendant is working.
5. The agency will ensure that all attendants have live mobile phone connections so that they can be contacted whenever required.
6. Attendant so engaged is required to discharge all the duties of erstwhile TADK.
7. Attendance of the Attendant so engaged will be monitored by the officer concerned under whom he/she is working. At the end of every month, the attendance sheet as well as the satisfactory Performance Certificate, duly signed by the concerned officer, should be made in triplicate (one copy each for agency, officer concerned and nodal officer) and should be sent to nodal officers, prior to processing for payment of contractual bill.
8. Engagement of a person as an Attendant under these instructions should be made only after obtaining due to Police Verification report (to be provided by the service providing agency).
9. **Leave :** The attendant shall be entitled to one day Casual Leave for every completed month of work and paid National Holidays as notified by the Government. Leave shall not be cashable.
10. **Payment Terms:** The lumpsum amount payable by Railway to the agency every month shall include the remuneration payable for the outsourced manpower, the service charge payable to the agency and applicable GST thereon. No other charges will be payable to agency on account of other expenses if any.

The invoice/Bill should be invariably supported by following documents: -

- i. Wage sheet for the month with details of allowances and recoveries.
- ii. EPF Challans
- iii. ESIC Challans (if applicable)
- iv. Bank Statement as proof of payment to attendants employed.
- v. Certificate regarding compliance of Shramik Kalyan Portal
- vi. Any Other Documents if required.

11. Following sample formats are annexed as Annexure I to V.
 - I) Work completion Certificate/Payment Certificate format.
 - II) Undertaking as an eligible applicant.
 - III) Police Verification Certificate format.

- IV) Undertaking by the attendant hired by the contractor.
 V) Certificate for Satisfactory Work by Railway Official. Enclosure: Sample formats of Annexure - I to V.

12. Admissibility of Attendant to the officer:-

- a. The provision of Attendant shall commence on submission of declaration as per Annexure - II.
- b. Change of Attendant:
 - i. Officer can seek change of the Attendant with 7 days notice to the contractor which will be binding on the contractor.
 - ii. There shall be no unilateral change of the Attendant by the Contractor. If at all any such change is proposed, it should be done only with the approval of Officer concerned followed by intimation of the same to the contract managing authority (Nodal Officer).
 - iii. While hiring of attendant through rate contract, officers may have the flexibility for change of attendant during the currency of contract. An upper ceiling limit of 3 changes during the currency of contract will be permissible for change of TADK. Beyond the upper limit of 3, approval of the PHOD would be necessary.

13. Exit Clause:

Both Railways and the contractor can terminate the contract with one-month prior notice. However, if the notice is given by the Contractor/Railways then the contractor shall have to continue with the service till new arrangement is made by Railways or one-month period, whichever is later.

Work Completion Certificate/Payment Certificate Format

The working completion certificate/payment certificate from competent authority in support of technical eligibility criteria must have following information.

Sl. No.	Item	Remarks
1	Name of work	
2	Contract Agt. No. & date	
3	Cost of work as per agreement	
4	Details of firm & address	
5	Actual date of commencement	
6	Original date of completion (as per agreement)	
7	Actual date of completion	
8	Total value of work executed by the firm**	

9	Total value of work executed in only similar type of work (if the contract consist of similar type of work and other type of work) by the firm. Name of similar type of works** must be endorsed here.	
10	Penalty imposed, if any	
11	Performance	

**Similar works implies: "Supply of Manpower (Attendants/Housekeeping) to any establishment of central/state Government Organizations/PSU/Autonomous bodies."

Signature of competent authority with office seal.

UNDERTAKING AS AN ELEGIBLE APPLICANT

1. I/We hereby confirm and declare that I/We a sole proprietor and my/our firm/company M/s. has not been put on defaulter list by EPF/ESI/Service Tax/Labor Deptt. etc. during last 03 and current financial year.

2. I/We hereby confirm and declare that my/our firm/company M/s. is/are not involved in any illegal activity and/or has not been charged sheeted for any criminal act during last 03 and current financial year.

3. I/We hereby undertake that none of the Central/State Government department / public sector undertaking /other Government entity or local body has debarred us for business as on the date of tender submission. Also no work has been rescinded / terminated by RAILWAY ADMINISTRATION after award of contract to us during last 03 and current financial year due to our non-performance.

4. I/We hereby undertake that we have not been levied penalty of 10% (or more) of the con

tract value in a contract due to delay or due to any other reason during last 03 and current financial year with any Agency/Organization.

5. I/We hereby further undertake that in case any of the facts mentioned above and any particular mentioned in our applications are found otherwise or incorrect or false at any stage, my/our firm/company shall stand debarred from the present tender besides taking action under the provision of this Agreement including termination of contract if awarded without any claims for any compensation, damages, cost etc.

SEAL AND SIGNATURE OF THE BIDDER

PHOTO

(of applicant signed by contractor)

POLICE VERIFICATION

S. no.	Particulars	
1	Full name with address	
2	Parent's Name	
3	Nationality	
4	Present address with full with Police Station and District	
5	Period of residence	
6	Home/Permanent address with full with Police Station and District	

Declaration (by applicant):

I certify that the following information is correct and complete to the best of my knowledge: Police certification:

The details as stated above are correct and the above person does not have any criminal or any case registered, pending in any court of law.

Signature of applicant.

Date: Place:

UNDERTAKING BY THE ATTENDANT HIRED BY THE CONTRACTOR

I have been hired by M/s.
..... to work as an attendant.

I hereby undertake that I fully understand the terms and conditions of my employment by M/s.
.....

I hereby undertake that I fully understand that my employment is temporary and purely on contract basis through the Contractor and shall not confer any right to employment in Railway directly or indirectly.

Signature of the Attendant (with date)

CERTIFICATE OF WORK SATISFACTION BY RAILWAY OFFICIAL

..... IS WORKING AS an Attendant in lieu of TADK
with the undersigned.

I hereby certify that his performance has been satisfactory/ unsatisfactory during the billing period fromTo.....

(In case of unsatisfactory performance) I hereby certify that I have demanded replacement of the Attendant by the contractor.

Details of the breaches during the billing period are as under:-

Types of Breach	No. Of days/Hours
Attendant turns up late for duty	
Absence of Attendant for full day	

Failure to provide replacement in time	
Acts of indiscipline by Attendant	
Damage/stealing of any assets of Railways or its officers/staffs.	

Signature (with date and design) of the Railway Official

Attendance Sheet

Name of Attendant	
Name & Designation of officer, under whom he is employed	
Authority of engagement as issued by the Nodal Officer and date	
Period	From To

	1	2	3	4	5	6	7
--	---	---	---	---	---	---	---

Signature of Attendant							
Signature of Supervisor							
	8	9	10	11	12	13	14
Signature of Attendant							
Signature of Supervisor							
	15	16	17	18	19	20	21
Signature of Attendant							
Signature of Supervisor							
	22	23	24	25	26	27	28
Signature of Attendant							
Signature of Supervisor							
	29	30	31				
Signature of Attendant							
Signature of Supervisor							

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---