

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-02-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-02-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Delhi
विभाग का नाम/Department Name	Health And Family Welfare Department Delhi
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Directorate General Of Health Services-esat Delhi
वस्तु श्रेणी /Item Category	Hiring of Sanitation Service - Manpower Based Model - Sweeper; 6; All Areas; All Areas; Daily; 3
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	15 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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	7
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	100000

**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).	30

(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 :**

DIRECTOR GENERAL

Directorate General Of Health Services-esat Delhi, Health and Family Welfare Department Delhi, N/A,  
(Director General Health Services)

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	No
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. 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.

**Pre Bid Detail(s)**

<b>मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time</b>	<b>प्री-बिड स्थान/Pre-Bid Venue</b>
03-02-2026 12:00:00	Caretaking Branch, Ground Floor, DGHS (HQ) Building, F-17, Karkardooma, Delhi - 110032

**Hiring Of Sanitation Service - Manpower Based Model - Sweeper; 6; All Areas; All Areas; Daily; 3 ( 8 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>विवरण/ Specification</b>	<b>मूल्य/ Values</b>
<b>कोर / Core</b>	
Category of Resource	Sweeper
Number Of Working Days in Week	6
Type of Area	All Areas
Area Inclusions	All Areas
Cleaning Cycle	Daily
Cleaning Frequency	3
Consumables/Equipments and cleaning agents to be provided by	Buyer
Machineries to be provider by	Buyer
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Delhi
<b>एडऑन /Addon(s)</b>	
Consumables/Equipments and cleaning agents to be provided by Service Provider	NA
Machineries to be provider by service provider	NA

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

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources	अतिरिक्त आवश्यकता /Additional Requirement
1	Satish Kumar	110032,F-17 Karkardooma, Near Dr. Head Gewar Hospital	8	<ul style="list-style-type: none"> <li>• Approx Area in Sq.Ft : 8050</li> <li>• Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST : 21005.92</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. Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.

### 3. **Service & Support**

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

### 4. **Service & Support**

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

### 5. **Service & Support**

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

### 6. **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.

### 7. **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.

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

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Director General of Health Services  
payable at  
Delhi

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

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

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Director General of Health Services

. 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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

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

Bidders can also submit the EMD with Banker's Cheque in favour of

Director General of Health Services  
payable at  
Delhi

. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 11. **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.

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

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Director General of Health Services

A/C (Name of the Seller). 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 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 15 days of award of contract.

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

File Attachment [Click here to view the file.](#)

#### 14. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### Buyer Added text based ATC clauses

- (1) Bidders with valid MSE/Startup are exempted from Sr. No. 03 to 05 in table below.
- (2) As per cabinet decision no. 2649 dated 09.10.2018 the successful bidder shall keep a minimum of 80% of earlier manpower.
- (3) Bonus is not to be included in the price bid and service provider is required to pay statutory bonuses as per order issued by Labour department GNCTD and minimum wages revised from time to time.
- (4) Sanitation Workers will be deployed at DGHS (HQ) building F-17, Karkardooma, Delhi - 110032.
- (5) A declaration on Rs. 100/- Non-Judicial Stamp paper duly Notarized to be submitted by the bidder to the effect that the firm has neither being declared as defaulter, blacklisted, debarred, convicted and insolvent by any competent authority of Govt. of India or Govt. of any state within the period of last 03 years prior to the date of publishing of bid.
- (6) A notarized registered affidavit on Indian Non Judicial Stamp paper of Rs. 100/- shall be submitted stating that all documents submitted are true and correct and that no fake or forged document has been submitted by the bidder. All the documents are authentic.

<b>Check list for submission of documents by the bidders</b>		
<b>S. No.</b>	<b>Description</b>	<b>Documents required</b>
<b>1.</b>	MSE Certificate	Registered under NIC Code 78300 (Human resource provision and management).
<b>2.</b>	Startup Certificate	As mentioned in the bid document, if applicable.
<b>3.</b>	EMD	2% of estimated cost.
<b>4.</b>	Avg. Annual Turnover	30% of Estimated cost. Certified audited balance sheet or certificate from Chartered Accountant/ Cost Accountant indicating the turnover details for the period of last three financial years.
<b>5.</b>	Past experience of similar service	As specified in the bid documents (MSE and Start-up are exempted)
<b>6.</b>	Undertaking regarding bidder financial standing and blacklisting	A declaration on Rs. 100/- non-judicial stamp paper duly notarized by the bidder to the effect that the firm has neither being declared as defaulter, blacklisted, debarred, convicted and insolvent by any competent authority of Govt. of India or Govt. of any state within the period of last 03 years prior to the date of publishing of bid.
<b>7.</b>	Contract Labour License(Delhi Only)	The bidder should ensure that License/ Certificate must be valid at the time of submission of the bid.
<b>8.</b>	EPF Registration Certificate	Valid Registration with EPF Department.
<b>9.</b>	ESI Registration Certificate	Valid Registration with ESIC Department.
<b>10.</b>	GST Registration Certificate (Delhi Only)	Valid Registration with GST Department.

<b>11.</b>	Availability of office of service provider in Delhi	Any Documentary evidence has to be submitted. (Electricity bill/Telephone bill/DJB bill/Registered Rent agreement/Registry of the property, etc.)
<b>12.</b>	Dedicated/ Toll Free No.	Certificate by the bidder
<b>13.</b>	Escalation matrix	As mentioned in the bid document.
<b>14.</b>	Undertaking	A notarized registered affidavit on Indian Non Judicial Stamp paper of Rs. 100/- shall be submitted stating that all documents submitted are true and correct and that no fake or forged document has been submitted by the bidder. All the documents are authentic.

1. The personnel engaged by the Service Provider should not have any Police records/criminal cases against them. The Service Provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Service Provider before their deployment through local police, collecting proofs of residence, driving license. Bank account details, previous work experience and recent photograph and a certification to this effect be submitted to this office, failing which payment for concerned worker shall not be released.
2. The Service Provider is liable to disclose all the cases, in which the bidder has been banned by any of the organizations under any of the Services rendered by the Service Provider. Failure to disclose the same at the beginning can lead to termination of the Contract at any stage.
3. The Service Provider will also ensure that, the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
4. The personnel deployed by the Service Provider shall be the employees of the Service Provider for all intents and purposes and that the personnel so deployed shall remain under the control and supervision of the Service Provider and in no case, shall a relationship of employer and employee between deployed personnel and the Buyer shall accrue/arise implicitly or explicitly. The Service Provider and the personnel deployed at the Buyer's location shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secretin nature.
5. The Service Provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The Service Provider shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty. Trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer in-charge upon any matter arising under the clause shall be final and binding on the Service Provider.
6. The Buyer may require the Service Provider to dismiss or remove from the site of Service, any person or persons employed by the Service Provider, who may be incompetent or for his/her misconduct and the Service Provider shall forthwith comply with such requirements. The Service Provider shall replace immediately any of its personnel if they are unacceptable to this office because of security risk incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from office
7. The Service Provider has to provide uniforms including photo identity cards to the personnel deployed at the Buyer side. These cards are to be constantly displayed and their loss reported immediately. The Service Provider shall provide uniforms to the different categories of personnel sponsored by him and would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable. All staff would be in a neat, clean and well

I groomed appearance and should carry proper ID cards as provided by the Service Provider including proper name badges. In case of violations suitable penalties @ Rs. 100/- per person per day for each default.

8. The transportation, food, medical and either statutory requirement in respect of each personnel of the Service Provider shall be the responsibility of the Service Provider the Service Provider has to submit a monthly invoice in triplicate towards the Services rendered in the previous month to the Buyer. Payment shall be effected by Credit into the bank account of the Service Provider through ECS/RTGS within 10 days from the date of receipt of the invoice with supporting documents, complete in all respect. The Service Provider shall provide ECS details of workers to ensure that payment has actually been credited to the correct Bank account of the workers.
9. The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
10. The Service Provider shall be contactable at all times and messages sent by phone /e-mail/ fax/special messenger from Buyer shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Department in fulfillment of the Contract from time to time:
11. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
12. The Service Provider and/ or the personnel deployed at the Buyer location shall be responsible for its belongings and Buyer shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicle of the personnel of the Service Provider.
13. That the Service Provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the Services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If Buyer suffers any loss or damage on account of negligence, default or theft on the part of the employee's agents of the Service Provider, then the service Provider shall be liable to reimburse to the Buyer for the actual loss occurred. This is subject to the limitation of each contract.
14. The Buyer shall maintain an attendance register in respect of the staff deployed by the service provider in order to compute the wages/remuneration in respect of the staff at the approved rates.
15. The agreement can be terminated by either party by giving three months notice in advance. If the service provider fails to give three months' notice in writing for termination of the agreement then the Performance Guarantee submitted by the service provider will be forfeited.
16. That on the expiry of the Contract as mentioned above, the Service Provider will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Service Provider, it shall be the entire responsibility of the Service Provider to pay and settle the same.
17. If the Buyer is satisfied of the completion of the Service related to which the Completion Certificate has been sought, the Buyer in-charge shall within 10 days of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the Services for which the Completion Certificate has been applied.
18. This issuance of a Completion Certificate shall be without prejudice to the Buyer's rights and Service Provider's liabilities under the Contract, including the Service Provider's liability for the Defect Liability Period nor shall the issuance of a Completion Certificate in respect of the Services or Services at any site be construed as a waiver of any right or claim of the Buyer against the Service Provider in respect of Services of which the Final Completion Certificate has been issued. The Contract may remain valid and the Term may be extended and/or shall remain incomplete until no dues Certificate has been signed by the Buyer and delivered to the Buyer with a copy to the Service Provider the Buyer shall give such a certificate within 10 days of completion of Defects Liability Period,
19. Service Provider shall obtain prior permission from the Buyer to work on holidays or after office hours/ odd hours if required.
20. Undertaking:- The service provider/contractor shall not make any unauthorized deductions from the wages of the contract labour and provide below undertaking:

"The Service Provider hereby undertakes not to charge any money/fees/ deductions in whatever manner, name or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and , to be deployed at the Buyer's site. The Service Provider further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident".

#### 15. 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 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---**