

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-03-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-03-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	Southern Railway
कार्यालय का नाम/Office Name	Southern Railway
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others
अनुबंध अवधि /Contract Period	5 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	4 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
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 मेनू 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 विवरण/Bid Details

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	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	451886.7
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work & Job description:[1771301080.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:[1771301095.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others (3)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	Not Required
Type of Function	Others
List of Profiles	Mazdoor/Labour
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Tamil Nadu
एडऑन /Addon(s)	

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

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

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Alla Koteswara Rao	600013,OFFICE OF THE SR DIVISIONAL ELECTRICAL ENGINEER ELECTRIC LOCO SHED ROYAPURAM	3	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 822 • Bonus (INR per day) : 22.44 • EDLI (INR per day) : 4.11 • EPF Admin Charge (INR per day) : 6.41 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • 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 • ESI (INR per day) : 26.72 • Provident Fund (INR per day) : 69.23 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 5

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

1. Generic

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

2. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3. **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. **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.

5. **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.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. The work will be supervised by Senior Section Engineer/E3A, Senior Section Engineer/M2, Senior Section Engineer/E5A, , Senior Section Engineer/E5B of Electric Loco Shed Royapuram. Chief Office Superintendent/General/Office of Sr.DEE/RS/RPM will be the nodal agency to ensure that all Labour law provisions EPF, ESI, bonus etc., including the payment of minimum wages are provided to contract personnel by Contractor.
2. All material, consumables, water, compressed air, tools, machinery and any other facility required during the course of work will be provided by Railways. The contractor has to provide only manpower to carry out the work.
3. The service provider has to provide 3 Mazdoor/Labour daily for carrying out Loading/Unloading of Loco equipments at Electric Loco Shed, Royapuram. If the service provider fails to provide stipulated manpower on any given day, a penalty of 0.5% of the monthly bill value of the particular manpower per day, or a token penalty as decided by Sr.DEE/RS/RPM will be imposed. The penalty stipulated here is in addition to the appropriate deduction of the amount (calculated on pro-rata basis) in the monthly bill for the non-provision of stipulated manpower.
4. All personal protective equipment such as safety helmets, safety gloves, safety slings, safety shoes, safety goggles etc. necessary for executing the subject work shall be provided by the service provider to his employees at the cost of the service provider. Also, the contractor shall take adequate steps to ensure the proper use of equipment by those concerned. The personal protective equipment are to be provided by the service provider at his own cost.
5. The work shall be carried out in day time i.e., between 06.00 Hours IST and 18.00 Hours IST normally on all working days. In case of any requirement/demand, the work shall be carried out beyond the aforesaid timings with prior approval from Sr.DEE/RS/RPM. The general working hours are from 8:00 Hours IST to 17:00 Hours IST with one hour rest. If there is any change in timings the same will be informed by the consignee and the service provider has to follow the same. If any employee is late to work beyond 30 minutes, the employee will not be allowed to duty and attendance of the employee will be marked as absent.
6. The consignee will issue a daily job chart to the personnel of the service provider, they have to ensure that the work is executed as mentioned in the daily job chart and as per specification for that day. If the work is not completed as per the daily job chart a penalty of Rs. 1000/- per instance or a token penalty as decided by Sr.DEE/RS/RPM will be imposed.

7. If the service provider replaces/changes the personnel employed under this contract, the same shall be communicated to the consignee.
8. Any misconduct/misbehavior on the part of the personnel deployed by the contractor under this contract will not be acceptable and such personnel will have to be replaced within a period of two days. In case such personnel is not replaced within the stipulated time from the third day the person will not be allowed for duty.
9. If any employee of the Service provider does not hold an identity card on any given day, a penalty of Rs. 50/- per day per employee or a token penalty as decided by Sr.DEE/RS/RPM will be imposed.
10. If any employee of the Service provider does not wear a uniform on any given day, a penalty of Rs.50/- per day per employee or a token penalty as decided by Sr.DEE/RS/RPM will be imposed.
11. The Service provider shall, prior to commencement of the work, submit to the office of Sr.DEE/RS/RPM the complete list of personnel proposed to be deployed for execution of the contract, along with duly attested copies of their Aadhaar Cards and Police Verification Certificates. The Service provider shall further ensure that any subsequent addition, deletion, or replacement of personnel during the execution of the work is immediately reported, and the requisite documents for such personnel are submitted without delay. Under no circumstances shall any employee of the Service provider be permitted to enter, remain, or work within the premises of ELS/RPM without prior completion of Police Verification and submission of Aadhaar Card copy, and without obtaining the necessary Gate Pass from the Competent Authority. The Contractor shall be solely responsible for adherence to all statutory and security requirements in this regard.
12. The Service provider shall pay not less than the prevailing minimum wages prescribed by the Government of India Ministry of Labour & Employment from time to time during the currency of the contract.
13. It shall be the responsibility of the Service provider to ensure compliance with all Labour law provisions EPF, ESI, bonus etc., including the payment of minimum wages, as declared by the Government of India Ministry of Labour & Employment. The Service provider will be held wholly responsible for any action taken by statutory bodies for violation/non-compliance of any such provision/rule.
14. The Service provider shall pay wages to each of the personnel employed by him under this contract through the bank by 7th of each month for every completed previous month. The wages pay slip shall be issued to all employees in the presence of the consignee. The Service provider shall provide proof of the wages paid, to the consignee.
15. The Service provider has to deposit the contribution of the employee as well as the employer towards EPF & ESI as per rules in force. Further, the Service provider while submitting their bill for payment shall also be responsible to submit documentary evidence of having submitted ESI and EPF amount (both contribution of employee and employer) in the respective account of the worker for the period for which bill is raised.

16. Shramik Kalyan :

- a) The Service provider is to abide by the provisions of various labour laws. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. The Service provider shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:
 - I. The Service provider shall apply for onetime registration of his company/ firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Consignee shall approve the registration of Service provider in the portal within 7 days of receipt of such request.
 - II. The Service provider once approved by consignee, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
 - III. The Service provider once registered on the portal, shall provide details of his Letter of Acceptances (LoAs)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of consignee. Consignee shall update (if required) and approve the details of LoA filled by the Service provider within 7 d

ays of receipt of such request.

IV. After approval of LoA by consignee, the Service provider shall fill the salient details of workmen engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

V. It shall be mandatory upon the Service provider to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

- b)** While processing payment of any On Account Bill or Final Bill or Performance Guarantee /Security deposit, the Service provider shall submit a certificate to the consignee that I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Shramikkalyan portal of Railway at www.shramikkalyan.indianrailways.gov.in till Month, Year.

17. SAFETY MEASURES:

- a) All personal protective equipment such as safety helmet, safety gloves, safety slings, safety shoes, safety goggles etc. necessary for executing the subject work shall be provided by contractor to his employees at cost of contractor. Also, the contractor shall take adequate steps to ensure proper use of equipment by those concerned. The personal protective equipment are to be provided by the contractor at his own cost.
 - b) The Contractor shall take all pre-cautionary measures not only to ensure protection of his own personnel moving around or working on the Railway premises; but also conform to the rules and regulations of the Railways in this respect. Information about OHE, safe distance, movement of locos in yards, movement of material by crane are to be advised to the employees of contractor provided under this contract with precautions to be taken and their acknowledgement should be obtained by the contractor.
 - c) The contractor shall warn all his workmen to be careful while crossing the tracks against the movement of trains. The Railway accepts no claims in regard to any loss due to the accident on the track by the passage of trains. The Contractor shall also ensure that his workmen will observe strictly the Railway Safety Rules while he is on duty.
 - d) The contractor shall warn strictly all his workmen not to climb to the roof of loco on any situation/condition without the knowledge of Sr. Section Engineer, Electric Loco Shed, Royapuram.
 - e) In case of accidents resulting in injury to the workmen of contractor, the contractor shall be liable for all compensation, insurance etc., for his workmen as per the various statutes and the Railway will have no bindings for such compensation. If the accident causes an injury or a loss to the lives of the Railway employee/staff, the Railway administration shall have the right to claim any compensation on the contractor.
 - f) The work must be carried out very carefully & adopt safe method of handling Railway materials without any infringement of the Indian Railways Act for the general and subsidiary rules in force on the Railways in such a way that they do not hinder railway operation or not affect the proper functioning or cause damage to any railway equipment, structure or rolling stock except as agreed by the Railways.
 - g) The contractor solely responsible for any loss or damages & Railway will not be responsible for any loss during the accident by mis-handling of Railway Materials and shall bear the cost of all damages in cases of accidents/ unusual occurrences causing damages to Railway property.
 - h) First aid facilities: The contractor shall provide and maintain a first aid box so as to be readily accessible for all his employees during all working hours.
18. The registers as indicated below shall be maintained by Coordinating supervisor of Consignee to carry out the subject work contract effectively
- I. Work progress register.
19. The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and make them available at ELS/RPM at all times. Indicative list

of such records is given for example: (a) Attendance register, (b) Wages register, (c) OT register etc.

20. The work involved is purely on Contract basis and persons engaged by the contractor shall not be /deemed to be an employee of the Railway.
21. The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.
22. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
23. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
24. The contractor shall submit a Joint Inspection Report/Attendance Sheet duly signed by both the Contractor and the Railway, along with the Contractor's invoice, GeM invoice, ESI and PF contribution details, Aggregate Turnover Declaration, GSTR-2A, and the monthly wage report from the Shramik Kalyan Portal, together with the bill. The bill shall not be processed on GeM unless all the above documents are submitted.
25. The service provider should originally belong to Tamil Nadu. DOCUMENTARY EVIDENCE TO BE SUBMITTED.
26. The company, MSME or startup of the service provider should be registered in Tamil Nadu. DOCUMENTARY EVIDENCE TO BE SUBMITTED.
27. Identical work should have been carried out by the service provider in the Tamil Nadu region. DOCUMENTARY EVIDENCE TO BE SUBMITTED.
28. 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.

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---

