

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-03-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-03-2026 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Department Of Revenue
संगठन का नाम/Organisation Name	Central Board Of Direct Taxes (cbdt)
कार्यालय का नाम/Office Name	Commissioner Of Income Tax Tds Nagpur
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	30 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	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
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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two 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

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
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
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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. 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.
4. 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.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work & Job description:[1771936804.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:[1771936836.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others (4)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Skill Category	Unskilled
Educational Qualification	Not Required
Type of Function	Others
List of Profiles	Office Peon
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	Maharashtra
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	
Designation	Daily Wager

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

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

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Aarti Jayant Vakil	440001,OFFICE OF COMMISSIONER OF INCOME TAX TDS;, AAYAKAR BHAWAN, CIVIL LINES, NAGPUR	4	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 805 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • 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) : 30.99 • Provident Fund (INR per day) : 104.65 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

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

1. Generic

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The terms and conditions for hiring of man power services are illustrated as below:-

- i. Availability of office of service provider: An office of the service provider must be located in the Nagpur city of consignee. Documentary evidence to be submitted.
- ii. 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.
- iii. 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.
- iv. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actual or as per applicable rates(Whichever is lower), subject to the maximum of quoted GST %

v. Buyer Added Bid Specific ATC

- A. The contract will be for a maximum period of 12 months. This office reserves the right to extend the contract further, subject to satisfactory performance of the Service Provider. However, if at any time during the currency of the contract, the services of the service provider are found to be unsatisfactory, the contract may be terminated by the Commissioner of Income Tax (TDS), Nagpur after giving 15 days notice to the concerned service provider.
- B. Workers provided should not be relative of Service Provider. Here, "Relative" means the husband, wife, brother or sister or any lineal ascendant or descendant of the proprietor of service provider.
- C. Aadhar card alongwith the police verification certificate of the workers must be submitted to the office before commencing the contract.
- D. Insurance cover protecting the service provider against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. This office shall not entertain any claim arising out of mishap, if any that may take place. In the event of any liability/claim falling on this office, same shall be reimbursed/indemnified by the Service provider.
- E. The work shall be done on all working days and payment will be made on daily basis to the service provider. In case so required, some/all workers can be asked to work on declared holidays/Saturday/Sunday, for which they will be paid the daily rates as per contract.
- F. The working hours will be from 9.30AM to 06.00 PM. The person deployed should invariably reach office before 9.30AM, every day and perform the duties assigned.
- G. The personnel deployed should be well experienced, trained adequately and of sound health. They should be disciplined and well mannered.

- H. The personnel should be punctual and should complete the work assigned to them promptly and meticulously. Any worker, who found to be not working satisfactorily, must be replaced by the Service Provider on notice of three working days.
- I. The Service Provider will have to seek prior permission from the O/o The Commissioner of Income Tax (TDS), Nagpur before replacing any deployed worker.
- J. The personnel should report to the officer-in-charges assigned by the office.
- K. The Service Providers should be registered under the ESI & Provident Funds Acts and other relevant statutory enactment dealing with employment of labour including new labour codes. All existing statutory regulations of both the State as well as the Central Government shall be adhered to by the service provider and all records maintained thereof shall be available for scrutiny by this office. Any failure to comply with any of the above regulation or any deficiency in service will render this contract liable for immediate termination without any prior notice.
- L. The Service Provider shall bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the State/Central Government or any local body or any other authority.
- M. PAN/Service Tax Registration of the service provider should be indicated and copies furnished for records.
- N. As per the existing guidelines of Government of India, the service provider should pay not less than minimum wages to the outsourced workers and she/he cannot quote the rate below the minimum wages prescribed by the Central Government.
- O. The service provider is responsible for payment of monthly salary including EPF and ESIC, leave salary, bonus, gratuity etc to the personnel as applicable to them under Law. The Service provider should ensure that salaries are paid on time every month.
- P. The amounts quoted would be applicable for the entire year and no request for enhancement will be entertained.
- Q. The payment would be made to the service provider on submission of bill and the service provider should pay the wages/monthly salary to the to the contracted staff. At the time of submission of bill for payment the service provider should submit the proof for the previous payment made towards contracted staff and statutory liabilities like EPF, ESI etc in respect of all the engaged personnel in the Form X of Minimum Wages (Audit) Rules, 1950.
- R. The Commissioner of Income Tax (TDS), Nagpur shall have the right of withhold any reasonable sums from the amounts payable to the contractor under this contract, if the contractor commits breach of any of the terms and conditions with regard to payment of all statutory and other dues or compliances with statutory or other obligations.
- S. Payment to the Service Provider will be made by Account Payee Cheque/ECS only, on presentation of the bill. Income tax shall be deducted at source as per the rates notified by the government.

- T. The persons engaged by the service provider will be in employment of the service provider only.
- U. The service provider shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
- V. All damages caused by the personnel to the property of the office shall be recovered from the Service Provider.
- W. Any change in the constitution or ownership of the concern of the service provider shall be notified forthwith by the service provider in writing to the Commissioner of Income Tax (TDS), Nagpur within the period of seven days and such change shall not relieve any former member of the concern from any liability under the contract. No New person shall be accepted in to the concern by the contractor in respect of this contract unless he/they agree to abide by all the instructions and terms and conditions of the contract.
- X. This agreement shall be in force only for a period of one year from the date of execution of contract and may be extended as per GeM for a further period of maximum three months at a time after a review of Service Provider's performance at the sole discretion of Commissioner of Income Tax (TDS), Nagpur.
- Y. In case the Service Provider assigns or sub-contracts this contract to some other person or attempts to do so, the Commissioner of Income Tax (TDS), Nagpur shall have the right to terminate the agreement without giving any notice to the Service Provider.
- Z. The Commissioner of Income Tax (TDS), Nagpur shall have the right to unilaterally terminate the contract without specifying or assigning any reasons for the same, by giving a 15 days' notice to the Service Provider.
- AA. On termination of contract for any reason whatsoever, the CIT (TDS), Nagpur shall be entitled to engage the services of any other person, agency or Service Provider to meet the requirements without prejudice to its rights including claim for damages against the service provider.
- BB. The service provider and his employees/workers shall co-operate with the other contractors/service providers and their workers working in the campus.
- CC. Department /office will not involve itself in any dispute between the service provider and workers of the service provider.
- DD. The service provider will intimate to the department regarding any changes in the rates of min

imum wages/allowance and also provide a copy of the Circular/notification issued by Central Government for processing the claim.

- EE. Any violation of the aforementioned terms and conditions may lead to termination of contract without any notice.
- FF. In case of dispute regarding interpretation of any term or condition of the tender/contract, the decision of the Commissioner of Income Tax (TDS), Nagpur shall be final.
- GG. Arbitration:-
- a) In the event of any question, dispute or difference arising under this agreement or in connection therewith, except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Commissioner of Income Tax (TDS), Nagpur. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
 - b) There will be no objection to any such appointment that the arbitrator is a Government servant or that he/she has to deal with the matter to which the agreement relates or that in the course of his/her duties as Government Servant he/she has expressed views on all or one of the matters under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his/her office or being unable to act for any reasons whatsoever such Commissioner of Income Tax (TDS), Nagpur, or the said officer shall appoint another person to act as arbitrator in accordance with terms of this agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his/her predecessors.
 - c) The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
 - d) The venue of the arbitration proceeding shall be the office of Commissioner of Income Tax (TDS), Nagpur, or such other place as the arbitrator may decide.
- HH. All disputes arising out of this contract shall be subject to the jurisdiction of courts of Nagpur. However, no dispute shall be taken by either of the parties to the contract, to any other of law without first referring it to an arbitrator, who will be appointed by the Commissioner of Income Tax (TDS), Nagpur and any decision of the arbitrator will be final and binding on both parties, and shall not be appealable in any court of law, except on the grounds of malafide or perversity.
- II. The Scope of service includes the sweeping, dusting and regular housekeeping of rooms including miscellaneous office work, photocopier work, dak & bell duty etc., any other work assigned.
- JJ. Rate Applicable: A payment will be granted per person per month for maximum of 26 working days and will be made to the service provider which includes service charges as quoted by the service provider. The GST (Goods & Service Tax), if any, shall be paid over and above the aforementioned rate as applicable rates of GST. However, payment would be revised to the extent of revision of minimum wages by the government. Apart from the above, no extra payment would be made to the service provider on any account. It is again made very clear that the engagement of the services of the service provider does not in any way confer any right to the service providers or the contracted staff that may be deployed by the service provider/contract

or in the office of the contractee for claiming any regular or part time employment in this office or any other Government office.

KK. In case more than one bidder are found to be L1 (lowest bid) the preference will be given to the bidder having more experience and the bidder having better financial standing. For this purpose bidder should submit documents regarding experience and financial standing.

LL. 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.

6. Dedicated/toll free Telephone no. for service support: Bidder/OEM must have dedicated/toll free Telephone no. for service support.

7. Escalation Matrix for service support: Bidder/OEM must provide Escalation Matrix of telephone numbers for service support.

8. The bidder or the OEM of the offered products must have ISO 9001 certification.

9. Payment of salary 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.

10. Supplier shall ensure that the invoice raised in the name of consignee with GSTIN of the consignee only.

11. without prejudice to buyer's right to price adjustment by way of discount or any other right or remedy available to buyer, buyer may terminate the contract or any part thereof by a written notice to the seller, if

- i. The seller fails to comply with any material term of the contract.
- ii. The seller informs buyer of its inability to deliver the material(s) or any part thereof within the stipulated delivery period or such inability otherwise becomes apparent.
- iii. The seller fails to deliver the material(s) or any part thereof within the stipulated delivery period and/or to replace/rectify any rejected or defective material(s) promptly.
- iv. The seller becomes bankrupt or goes into liquidation.
- v. The seller makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the seller.
- vii. The seller has misrepresented to buyer, acting on which misrepresentation buyer has placed the purchase order on the seller.

12. As per CISO Instruction No. 2 of 2023 contractor shall submit the Non Disclosure Agreement/ Confidentiality Agreement in prescribed format (Annexure 7) to protect confidential and sensitive information of the department

3. Service & Support

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

4. **Service & Support**

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

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. **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.

7. **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.

8. **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.

9. **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.

10. **Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

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---