

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-01-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-01-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	Eastern Railway
कार्यालय का नाम/Office Name	Carriage And Wagon Workshop Liluah
वस्तु श्रेणी /Item Category	Cleaning, Sanitation and Disinfection Service - Outcome Based - Industrial; Outsourcing the activities of cleaning upkeepment landscaping and periodic maintenance Plantation & Gardening; Indoor Outdoor
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)	9 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ 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 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
अनुमानित बिड मूल्य /Estimated Bid Value	1733184
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
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	34660

ईपीबीजी विवरण /ePBG Detail

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

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

FA and CAO, Eastern Railway, Kolkata
17, N.S. Road, Ground Floor, Fairlie Place, Kolkata- 700001.
(Fa And Cao, Eastern Railway, Kolkata)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within $L-1+15\%$ of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as

well as validated and approved by the Buyer after evaluation of submitted documents.

4. 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.

5. 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Rate Schedule (Annexure- X) - [1766484243.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work for the Service:[1766483475.pdf](#)

List of Consumable Required:[1766483487.pdf](#)

Cleaning, Sanitation And Disinfection Service - Outcome Based - Industrial; Outsourcing The Activities Of Cleaning Upkeepment Landscaping And Periodic Maintenance Plantation & Gardening; Indoor Outdoor (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Space	Industrial
Nature of Service	Outsourcing the activities of cleaning upkeepment landscaping and periodic maintenance Plantation & Gardening
Type of Area	Indoor Outdoor
Area Inclusions	Workshops
Floor Type	Normal Stone/Ceramic tile/Cemented Floor
Type of Cycle	Daily
एडऑन /Addon(s)	
Consumables to be provided by Service Provider	Yes
High End Machinery & Equipment to be provided by Service Provider	Yes

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
1	Ashwani Kumar	700137,BMF/BGB EASTERN RAILWAY , 88/1, ADHAR DAS ROAD PO-BGB	1	<ul style="list-style-type: none"> Frequency in each cycle : 25 Number of working days in a month : 25 Number of cycles during Contract Period : 24

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

1. Generic

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

2. Buyer Added Bid Specific Scope Of Work(SOW)

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

3. 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.

4. Buyer Added Bid Specific SLA

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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Performance Guarantee:-

i) **Performance guarantee at the rate of 5% of the contractual value shall be deposited by the successful bidder as per provision in Gem. All other terms and condition will be as per GCC of service 2018 and amended thereof.**

ii) **The performance guarantee (PG) shall be released after physical completion of the work/service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claim Certificate" from the contractor.**

i) In case any contractor provides for warranty/maintenance clause then 25% of the PG would be retained till the warranty maintenance period is over and a certificate to that effect is issued by the manager.

2. Commencement of service:-The contractor shall commence the services within 15 days after the receipt of LOA /Contract. The contractor should acknowledge the LOA and issue commencement in t

his regard.

3. Accepted programme:- The contractor shall submit schedule of delivery of services, the detail of organization(in terms of labour and supervisor), plant and machinery that they intend to utilize(from time to time) for execution of the services.

4. Compliance to manager's instruction:- Railway authority shall direct the order in which the several components of the services shall be provided and the contractor shall execute without delay all orders given by the Railway authority from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the services in all respect.

5. Provision of efficient and competent staff:-

- i) The contractor shall provide efficient, competent and sufficient staff to complete the service in proper and desirable manner and employ such supervisors, workers & labourers in or about the execution of any of these services as are careful and skilled. Daily records of such supervisors, workers and labourers shall be maintained.
- ii) The contractor shall at once remove from the site any agents, supervisors, workers or labourers who shall be objected to by the Railway authority.

6. Terms of Payment:-

- i) **Payment:** After fulfilling all terms and condition mentioned in GCC of service 2018 and MSOP 2018 or modified thereafter contractor will submit bills with all requisite document to the office of Dy.CME/ BMF/BGB. Subsequently bill will be passed and payment will be done by the respective authority. Dy.CME/ BMF/BGB is the bill passing authority and Dy.CAO(W)/LLH or WAO(IC)/LLH is the bill paying authority.
- ii) Rate schedule attached with this tender document should be complied by the tenderer.
- iii) Payment of work will be made after successful completion of the actual work done jointly noted by representatives of BMF/BGB. Stage wise/Quarterly payment will be made on actual work done basis after deducting the cost of damage, penalties if any and any GST/taxes and dues as applicable as per extant rule of Indian railway. Payment will be released to the contractor through NEFT only.

7. Shramikkalyan Web Railway Portal:-

- a) Contractor is to abide by and ensure compliance to statutory provisions of applicable Labour Laws and various Labour Legislations, as applicable. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor 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:
- b) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan Portal with requisite details subsequent to issue of Letter of Acceptance. The Competent Railway Authority shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- c) Contractor once approved by the Competent Railway Authority, can create password with login ID (PAN No.) for subsequent use of portal for all LOA's issued in his favour.
- d) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA)/ Contract Agreements on Shramik kalyan Portal within 15 days of issue of any LOA for approval of concerned Railway Authority and shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- e) After approval of LOA by Railway Authority, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik kalyan Portal on monthly basis.
- f) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- g) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee/ Security Deposit' etc. contractor has to submit a certificate regarding uploading/updating of the correct details of contract labourers engaged in connection with the subject contract and payments made during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till.....Month.....Year.....

8. Execution of Contract Documents:The successful bidder(s) shall be required to execute an agreement with the President of India acting through the Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the ten

der and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in GCC for service 2018 or amended thereof.

9. Variation, measurement and payment:- Variation will be as per GCC for service 2018 and M SOP 2018 amended thereof.

10. Price Variation Clause (PVC):-PVC is applicable as per GCC service 2018 issued by Railway Board as amended/updated/modified/revised time to time at any point of time

11. Inspection Registers and Records:

The Contractor shall maintain accurate records, plans and charts and the Railway representative shall have access to this information at all times. Records of observations made shall be handed over to the Railway representative. The Contractor's representative will maintain the following registers at site.

a. Site Order Register - The Contractor shall promptly acknowledge orders given therein by Railway representative and shall make all efforts to comply with them. The Contractor shall report to the Railway representative the compliance so that it can be checked.

b. Labour Register - This register will be maintained to show daily strength of Labour in different categories employed by the Contractor.

12. Penalty Clause:

- a. Railway Administration will have the right to impose penalty of Rs.100/- (Rupees one hundred only) per staff per day if they found working in without proper uniform.
- b. In case of any adverse remarks given by Inspecting official on cleaning quality, penalty for Rs.500/- per call will be imposed.
- c. In the event of no cleaning, no payment will be made and besides a penalty of 50% of the accepted rate will be imposed. In this regards the decision of the Railway is final and binding upon the Contractor.
- d. If the Successful tenderer fails to execute and complete the work within the contractual period as per contractual terms/agreement, penalty shall be levied on the tenderer at the discretion of the railway administration.

13. Dress code: Dress code of the staffs employed by the contractor should be as per guide line issued by this workshop time to time

14. Police Verification of Labour employed by Contractor:

The contractor is required to submit Police Verification certificates for all contractual staff that she/he will be hiring for delivery of services for Indian Railways. Police verification can now be done through the online portal digitalpolice.gov.in, where police verification reports are generated following the standard procedure by the respective police authority.

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017 and amendments/ revisions thereof. As a Tender Inviting Authority, the undersigned has ensured that the issue of this tender does not violate provisions of GFR regarding procurement through GeM.

15. Scope of work:

A. For Cleaning, up-keepment, landscaping and periodic maintenance:

S N	Scope of Work	Area volume of work	Frequency
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1	<p>(a) Cleaning and mopping of floor using good detergent and disinfectant.</p> <p>(b) Duster cleaning of all office furniture and chair, tables etc. of the following area -</p> <p>1- Bogie Store</p> <p>2- SSE Cabin</p> <p>3- Administrative Building (ground and first floor)</p> <p>4-Canteen Building 1st and 2nd floor.</p> <p>5- RPF Booth</p> <p>6- Time office</p>	1711 sqm.	One time on daily basis
2	<p>Cleaning of floor and pathway using good detergent and disinfectant (applicable areas) -</p> <p>Shop floor, floor pathway & connecting pathway</p> <p>Peripheral roads</p> <p>Compressor building and connecting road</p> <p>Sub station</p> <p>Gas godown</p> <p>Canteen building ground floor</p> <p>Cycle stand</p> <p>Garage & surrounding area</p> <p>Truck Parking Bay</p>	9522 sqm.	One time on daily basis
3	<p>Up-keepment, periodic maintenance and cleaning using disinfection of staff utility areas for approx. 111 sqm.</p> <p>(a) all lavatories, urinals/toilets & wash basin of toilet block, admin building, canteen building & RPF booth with connected areas including tiles floor. Intensive/Deep cleaning of all toilets twice in every month through authorised agency.</p> <p>(b) use of disinfectants, Toilet fresheners, naphthalene balls and urinal cubes in the toilets.</p>	111 sqm.	One time on daily basis

4	<p>Periodic roaches, pest and rodent control treatment and provision of mosquito control repellent to Floor and aisle area of :</p> <p>1- Bogie Store</p> <p>2- SSE Cabin</p> <p>3- Administrative Building (ground and first floor)</p> <p>4-Canteen Building 1st and 2nd floor</p> <p>5- RPF Booth</p> <p>6- Time office</p> <p>7-Compressor building and connecting road</p> <p>8-Sub station</p> <p>Shop floor and other areas:</p> <p>Shop floor, floor pathway & connecting pathway</p> <p>Peripheral roads</p> <p>Gas godown</p> <p>Canteen building ground floor</p> <p>Cycle stand</p> <p>Garage & surrounding area</p> <p>Truck Parking Bay</p>	11664 sqm.	One time on monthly basis
5	Cleaning dusting /de-silting of underground internal Drains, utilizing special gang of technically trained labour.	700 sqm	One time on weekly basis
6	<p>Maintenance of Landscaping Garden maintenance for</p> <p>Peripheral of road adjacent area</p> <p>Main gate area</p> <p>Truck Parking Bay area</p> <p>Health unit</p> <p>Between factory premises and substation</p>	2246 sqm	One time on monthly basis
7	(a)Disposal of accumulated garbage/waste/refuges including weld refuges collect from shop floor and dumping in nominated VAT of factory premises after that dumping in outside municipal dumping site by contractor's own arrangement	120 Kg	One time on daily basis
	(b)Tiny iron particles and scrap iron are collected from shop floor and dumping at nominated storage area of factory premises (for (a)&(b))		
8	Pit Cleaning	12.75 sqm	One time on daily basis

9	Heavily deposited oily/paint area to be scrubbed and cleaned.	96 sqm	One time on daily basis
10	Spray of Sodium hypochlorite solution in offices, staff changing room, canteen, supervisor room, guest rooms.	1711 sqm	Twice weekly

B. For Plantation & Gardening:

- a) Day to day cleaning of jungle, bushes inside and surrounding premises under jurisdiction of BMF/BGB.
- b) Sufficient Plantation and Gardening and watering at the green patches available inside BMF/BGB.
- c) After cleaning and cutting of bushes all the garages should be removed from factory premises and dumped to municipal dumping ground.
- d) Seasonal flower plants to be planted and maintained.
- e) Sufficient no. of flower pots with plants should be provided at the lawns of Admin building and rooms of officers and different rooms designated to SSE/JEs in a decorative manner.
- f) Available Flower pots with plants at the administrative building should be maintained.
- g) Money plants must be provided.
- h) Existing gardens should be maintained by firm and new gardens to be developed as per order of Railway authority.
- i) Procurement of plants required for beautification are under scope of contract.
- j) Manure, pesticide required to maintain for the plants should be provided by the firm.
- k) If any plant became dead, ruined or damaged then firm should be replaced at its own cost.

Period of completion: The Contractor shall have to complete in 24 months from the Commencement of work after issuing LOA. The contract period may be extended if there is any unforeseen delay on part of Railways.

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---