

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-09-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	15-09-2026 12:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Delhi
विभाग का नाम/Department Name	Revenue Department Delhi
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	District Magistrate (north East) Nand Nagri Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :neadm@nic.in Buyer Email id: so-ctbne-rev@delhi.gov.in
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Fixed Remuneration - Admin; Data Entry Operator; High School
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)	13 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *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?	No
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	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
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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	138920

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).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी 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.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

S.O

District Magistrate (North East) Nand Nagri Delhi, Nand Nagri, Delhi
(Manoj Kumar Raghav)

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also

subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

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

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

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Manpower Outsourcing Services - Fixed Remuneration - Admin; Data Entry Operator; High School (13)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Function	Admin
List of Profiles	Data Entry Operator
Educational Qualification	High School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
District	NA
Zipcode	NA
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Delhi
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

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 / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Manoj Kumar Raghav	110093,O/o District Magistrate (North East) Nand Nagri Delhi	13	• Basic monthly pay (INR) exclusive of GST : 22411 • Bonus (INR Monthly) : 0 • EDLI (INR Monthly) : 0 • EPF Admin Charges (INR Monthly) : 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 • Optional Allowances 1 (INR Monthly) : 0 • Optional Allowances 2 (INR Monthly) : 0 • Optional Allowances 3 (INR Monthly) : 0 • Provident Fund (INR Monthly) : 1950 • ESI (INR Monthly) : 0 • Tenure/ Duration of Employment (In Months) : 12

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

1. 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.

2. Forms of EMD and PBG

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

DDO DISTRICT NORTH EAST
payable at
DELHI

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

GOVT. OF NCT OF DELHI
OFFICE OF THE DISTRICT MAGISTRATE (NORTH EAST)
DEPUTY COMMISSIONER OFFICE COMPLEX, NAND NAGRI, DELHI

Tender Notice

District Magistrate (North East) invited all reputed firms/Companies/Proprietors GeM Online Single Packet Bids for hiring of 13 Nos. of Data Entry Operators for one year. The details are as under:-.

(1) Bid Details

Name of Work	Hiring of 13 Nos. of Data Entry Operator contract on actual basis	Remarks
Estimated Cost	Rs.4630685.04/- (Wages + PF+ Service Charges+ GST)	
Earnest Money (EMD)	Rs.1,38,920/- @3% of estimated cost	
Performance Security Deposit	@5% of estimated cost	

1. In case any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time, but the last date & time for receipt of online Bid/tender documents will be closed on the same day and time, as scheduled above.

2. Bidder shall have to submit their bids on GeM Portal only no physical document will be considered.

3. The District Magistrate (North East) has reserved the right to accept or reject any or all tender(s) at any state.

4. Corrigendum/addendum to this tender, if any will be uploaded on the GeM Portal.

5 Bidder's offer is liable to be rejected, if they don't upload any of the certificates/ documents sought in the Bid document.

6. The individual signing the tender form or any document forming part of the tender on behalf of Proprietor/Company/firm shall be responsible to produce an authenticated copy of the resolution passed by the Company, or Power of Attorney duly executed in his favour stating that he has the authority to bind other such persons of the firm as the case may be in all matters pertaining to the

ender including the arbitration clauses. If subsequently, the person so signing fails to provide the said copy of resolution passed or Power of Attorney within a reasonable time, the Government, without prejudice to other civil and criminal remedies may cancel the tender and hold the signatory liable for all costs and damages. In case of registered or unregistered Partnership firm, all the partners should sign the tender. In case any person signs the agreement on behalf of any limited company he will produce letter of authority /resolution passed by firm/company empowering him to sign the agreement on behalf of the company or firm.

(2) QUALIFICATION CRITERIA

S. No.	Condition	Documentary Evidence (Self-attested)
1	The bidder should be a Company registered under Indian Companies Act, 1956 or ownership registration under the Registration Act., 1908 or a Sole Proprietor/ Partnership Firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Certificate of Registration/ Incorporation/ GST Registration
2	GST Registration of Delhi	Self attested copy of GST Registration of Delhi Only
3	PAN No. of the firm/agency	Self attested copy of PAN card is to be submitted on the name of firm/agency/proprietor as applicable
4	EMD @3% of estimated value of contract	In favour of DDO District North East, payable at Delhi EMD exempted for MSME and Startup subject to submit valid MSME certificate in concerned work
5	The Bidder should have minimum average annual financial turnover to the tune of 30% (Rs .13,89,205/-) of estimated cost in similar work during last 03 financial years.	Certified/ Verified from the Chartered Accountant clearly stating the turnover alongwith and duly filled Annexure-I
6	The Bidder should have experience of having successfully completed similar works during last 3 years.	The bidder shall submit copies of Work Orders along with Work Completion Certificates issued by the respective client(s), clearly indicating the nature of work and the value of the completed work.

7	The Bidder has to submit affidavit on NJPS duly attested by notary public on Rs.100/- e-stamp	Format of NJSP at Annexure -II
8	Copy of valid registration of ESI from Delhi GNCTD	Self attested copy of ESI registration of Delhi
9	Copy of valid registration of EPF from Delhi GNCTD	Self attested copy of EPF registration of Delhi
10	Copy of valid registration of Labour Department from Delhi GNCTD	Self attested copy of Labour Registration of Delhi
11	The service provider should have a registered office located in Delhi Only.	Documentary proof along with GST registration certificate must be uploaded on GeM portal

(3) EARNEST MONEY DEPOSIT

a. The tenderer shall furnish, as part of its Bid, an EMD Rs.13,8920/- @ 3% of estimated bid value in the form of Bank Fixed Deposit Receipt/Demand Draft from a commercial bank in favour of **DDO O/o District Magistrate (NE), DC Office Complex, Nand Nagri, Delhi**. The scanned copy of instrument of EMD must be attached along with the Bid and Original instrument must be submitted in **Caretaking Branch**, Office of the District Magistrate North-East Delhi, DC Office Complex, Nand Nagri, Delhi - 93 before opening of Technical Bid. Tender without Earnest Money in the prescribed form, will not be accepted.

b. Any firm registered with NSIC/MSME/STARTUP is exempted from submission of EMD, as per Rule 170 of GFR i.e. "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.

d. Unsuccessful Bidder's EMD will be returned within 30 days after award of the tender.

e. No interest will be paid on the Earnest Money Deposit.

f. The Successful Bidder's Bid EMD will be refunded once the successful Bidder deposits the Performance Bank Guarantee on award of work.

g. The EMD may be forfeited:

If Bidder (i) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (ii) modifies its Bid price during the period of Bid validity specified by the Bidder on the form. (iii) if the successful Bidder fails to sign the Agreement.

(4) PERFORMANCE SECURITY DEPOSIT

a. On receipt of the Letter of Acceptance from the Department, the successful bidder shall remit a Performance Security Deposit (PSD) @ 5% of the contract value within 07(seven) working days from the date of receipt of letter of acceptance in the form of an Account Payee Demand Draft/ Fixed Deposit Receipt from any of the Commercial Banks, in favour of **DDO O/o District Magistrate (NE), DC Office Complex, Nand**

Nagri, Delhi with a validity period of 60 days beyond the date of completion of all contractual obligations by the concerned agency.

b. Security Deposit amount remitted will not earn any interest.

c. Upon complete fulfillment of contract period by the successful bidder, to the satisfaction of the department, the performance security deposit furnished by the bidder will be released after recovery of dues, if any.

d. In case of any default on the part of successful bidder/ non satisfactory performance, performance security shall be liable to be forfeited.

(5) FINANCIAL TURNOVER

ANNEXURE -I

Financial Year Assessment Year Amount (Rs.)

Note : Certified from Chartered Accountant

Signature of Bidder

With Seal

(6) Additional Terms and Conditions (ATC)

1. The service provider should have a registered office located in Delhi. In support, documentary proof must be uploaded on GeM.

2. The District Magistrate (North East) has reserved the right to cancel contract with the successfully awarded bidder subject to service found not satisfactory or any complaint and withhold the payment and his performance security money shall be forfeited including black listing the agency.

3. The District Magistrate (North East) reserves the right to terminate the engagement of the Data Entry Operator at any time, if a permanent employee is appointed against the post presently filled through the agency.

4. If any information furnished by bidder is found to be incorrect or false at any time, the contract will be liable to be terminated without any notice and the security deposit is liable to be forfeited including black listing of agency.

5. The District Magistrate (North East) has reserved the right to reject any or all bids without assigning any reasons at any stage.

6. The Department will not bind to appoint each and every Data Entry Operator (DEO) provided by the agency. The department may choose the DEO on the interview and skill test as required.

7. The contractor shall not replace the Data Entry Operator at randomly itself. This shall be done with the prior approval of the department.

8. If the contractor provides any new Data Entry Operator in case of resignation of any old Data Entry Operator, the Department will select Data Entry Operator after approval of screening committee/ selection

committee.

9. After the award of work to the contractor, in view of sensitivity/ safety and smooth functionality of Department. The Department reserved the right to retain all old existing staff or some manpower or change all, if required.

10. The rate/ wages will as per the minimum wages order issued by Labour Department and rate will be revised as and when the minimum wages rates are revised by Labour Department, GNCTD.

11. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/ Act/ Rules like Minimum Wages, Provident Funds, ESI, Delhi Shops and Establishment Act., Bonus, Gratuity, Contract Labour (R&A) Act, Delhi Works Contract Act and other labour Laws/Act/Rules in force from time to time at its own cost. In case of violation of such statutory provisions under Labour Laws and / or any other laws applicable, by the contractor, there will not be any liability on part of Department/Government. The contractor must submit, along with monthly bills the proof of having deposited service TAX/PF/ESI/GST or any other government dues with the concerned authorities.

12. The contractor shall provide details of Data Entry Operator alongwith copy of educational documents and all personnel details like Address, Aadhar, PAN, DOB etc as required.

13. The minimum age of Data Entry Operator should be 18 and maximum should be 45 years.

14. The Department/ Government will be under no legal obligation to provide employment to any of the Data Entry Operator of the contractor after expiry of tender/ agreement/ contract period and Department/ Government recognize no employer/ employee relationship between Department/ Government and the personnel deployed by the contractor.

15. The Department/Government shall not be responsible financially or otherwise for any injury to the Data Entry Operator in the course of performing the functions/ duties as per the tender.

16. The Department/ Government shall not pay any overtime allowance (OTA) to the Data Entry Operator provided by the contractor in any case. The hiring of Data Entry Operator from firm shall be purely on outsourcing basis and no claim for regularization shall be admissible.

17. The contractor will release the salary every 7th of month. Thereafter submit a certificate regarding releasing of salary of DEOs. The contractor will have to submit bills in the name of District Magistrate (North East) in triplicate alongwith verified attendance certificates, Salary Breakup Chart and challan of deposited PF/ESI/ST in r/o the Data Entry Operator deployed in office of DM(North East).

18. Any act of the on the part of tenderer to influence anybody in the Department is liable to rejection of his tender.

19. Any legal dispute/ arbitrations, if any are subject to the jurisdiction of Delhi only.

20. The duration of the service contract shall be extended for further one year subject to satisfactory performance, approval of the Services Department, GNCTD, and approval of the Secretary-cum-Divisional Commissioner (Revenue), GNCTD.

21. The duration of the contract shall initially be for 3 months. The remaining of the contract duration shall be subject to approval by the Services Department as well as the Secretary-cum-Divisional Commissioner (Revenue), GNCTD.

(7) AFFIDAVIT ON NJSP DULY ATTESTED NOTARY PUBLIC ON Rs. 100/- e-STAMP

Annexure-II

I/We undertake that:

1. The undersigned certifies that I/We have gone through the all Additional Terms and Conditions (ATC) of Bid No. _____ and Date _____ mentioned at Sl.No.01 to 21 and undertake

s/undertake to comply with the same.

2. I/We undersigned hereby bind myself/ours selves to District Magistrate (North East), Delhi to provide the manpower service during the prescribed period.
3. The service as per the requirement of the District Magistrate (North East), Delhi as regard to the quality and kind of service shall be final and binding upon me/us.
4. I/We hereby undertake to provide Data Entry Operator service during the validity of tender as per directions given in the order within stipulated period positively.
5. The condition herein shall also form part of the agreement to be entered into or treated as, agreement itself of the description of District Magistrate (North East).
6. If I/We fail to supply provide service on demand immediately, the District Magistrate (North East), has every authority to compound or forfeit the Contract Performance Security apart from imposing penalty as applicable and the District Magistrate (North East).
7. I/We declare that no legal/financial irregularities involving the proprietor/partners/ directors or the tendering firm/company are pending.
8. I/We undertake that the wages of Data Entry Operator always will be on as per minimum wages of Labour Department, GNCTD.
9. I/We do hereby solemnly affirm and declare that the individual/firm/company is not black listed/prosecuted by any Central/State Governments/UT/Departments/Officers/Statutory bodies/Autonomous organization/Corporations etc. or any court of law and against any partner or share holder there of directly or indirectly connection with or has any subsisting interest in business of my/our firm.
10. The District Magistrate (North East) reserves the right to relax any term and condition in the interest of functioning of District Administration work.

Dated:

Signature and Seal of Bidder

4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

DDO DISTRICT NORTH EAST DELHI
payable at
DELHI

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such

Custom / BOQ item is bunched with the major regular product Category Item).

2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---