बिड संख्या/Bid Number: GEM/2026/B/8174537

दिनांक /Dated: 17-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-11-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-11-2026 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	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	East Central Railway
कार्यालय का नाम/Office Name	East Central Railway Hq Hajipur
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :cweecrhjp@ecr.railnet.gov.in Buyer Email id: phalgun.90ray@gov.in
वस्तु श्रेणी /Item Category	Facility Management Services - LumpSum Based - Industrial; Housekeeping, Collection and disposal of garbage, Cleaning work of SPJ workshop and Workshop Accounts office; Consumables to be provided by service provider (inclusive in contract cost) , Facility Management Services - LumpSum Based - Industrial; Housekeeping, Collection and disposal of garbage, Cost for Cooking, serving,vending of Meals including cleaning of utensils, equipment and accessories, petty maintenance of cooking apparatus,.. , Facility Management Services - LumpSum Based - Industrial; Housekeeping, Collection and disposal of garbage, Cost for Cooking, serving/vending of Breakfast or Tiffin including cleaning of utensils, equipment and accessories, petty maintenance of cook.. , Facility Management Services - LumpSum Based - Industrial; Housekeeping, Collection and disposal of garbage, Cost for Cooking, serving/vending of Snacks in afternoon & evening including cleaning of utensils, equipment and accessories, petty maintenan.. , Facility Management Services - LumpSum Based - Industrial; Cost of Liquefied petroleum gas (Commercial Cylinder of 19 Kg); Consumables to be provided by service provider (inclusive in contract cost)
अनुबंध अवधि /Contract Period	1 Year(s) 10 Month(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	28.89 Lakh (s)

बिड विवरण/Bid Details	
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
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),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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 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	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	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	5778825.25
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	115580

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).	24

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ 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.

(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 :
FA & CAO
East Central Railway HQ Hajipur, Indian Railways, East Central Railway, Ministry of Railways
(Fa And Cao)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

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 having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. 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.
5. 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

Details of the premise:1792216596.pdf

Scope of work:1792216607.pdf

Facility Management Services - LumpSum Based - Industrial; Housekeeping, Collection And Disposal Of Garbage, Cleaning Work Of SPJ Workshop And Workshop Accounts Office; Consumables To Be Provided By Service Provider (inclusive In Contract Cost) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premises	Industrial
Type of services required	Housekeeping , Collection and disposal of garbage , Cleaning work of SPJ workshop and Workshop Accounts office
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Cleaning & Sanitation , Waste Management

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Ravi Kaushal	848101,Mechanical Workshop, E. C. Railway, Samastipur	Project / Lumpsum Based	N/A

Facility Management Services - LumpSum Based - Industrial; Housekeeping, Collection And Disposal Of Garbage, Cost For Cooking, Serving,vending Of Meals Including Cleaning Of Utensils, Equipment And Accessories, Petty Maintenance Of Cooking Apparatus,.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premises	Industrial
Type of services required	Housekeeping , Collection and disposal of garbage , Cost for Cooking, serving,vending of Meals including cleaning of utensils, equipment and accessories, petty maintenance of cooking apparatus, chimney and PPEs.
Cost for Consumables / Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Cleaning & Sanitation , Cooking and catering
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Ravi Kaushal	848101,Mechanical Workshop, E. C. Railway, Samastipur	Project / Lumpsum Based	N/A

Facility Management Services - LumpSum Based - Industrial; Housekeeping, Collection And Disposal Of Garbage, Cost For Cooking, Serving/vending Of Breakfast Or Tiffin Including Cleaning Of Utensils, Equipment And Accessories, Petty Maintenance Of Cook.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premises	Industrial
Type of services required	Housekeeping , Collection and disposal of garbage , Cost for Cooking, serving/vending of Breakfast or Tiffin including cleaning of utensils, equipment and accessories, petty maintenance of cooking apparatus, chimney and PPEs.
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Cleaning & Sanitation , Cooking and catering
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Ravi Kaushal	848101,Mechanical Workshop, E. C. Railway, Samastipur	Project / Lumpsum Based	N/A

Facility Management Services - LumpSum Based - Industrial; Housekeeping, Collection And Disposal Of Garbage, Cost For Cooking, Serving/vending Of Snacks In Afternoon & Evening Including Cleaning Of Utensils, Equipment And Accessories, Petty Maintenan.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premises	Industrial
Type of services required	Housekeeping , Collection and disposal of garbage , Cost for Cooking, serving/vending of Snacks in afternoon & evening including cleaning of utensils, equipment and accessories, petty maintenance of cooking apparatus, chimney and PPEs.
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Cleaning & Sanitation , Cooking and catering
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Ravi Kaushal	848101,Mechanical Workshop, E. C. Railway, Samastipur	Project / Lumpsum Based	N/A

Facility Management Services - LumpSum Based - Industrial; Cost Of Liquefied Petroleum Gas (Commercial Cylinder Of 19 Kg); Consumables To Be Provided By Service Provider (inclusive In Contract Cost) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premises	Industrial
Type of services required	Cost of Liquefied petroleum gas (Commercial Cylinder of 19 Kg)
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Cooking and catering
एडऑन /Addon(s)	

विवरण/ Specification	मूल्य/ Values

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Ravi Kaushal	848101,Mechanical Workshop, E. C. Railway, Samastipur	Project / Lumpsum Based	N/A

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

1. **Generic**

   OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

1) It is the sole responsibility of bidders to assess the requirement of service to be provided under this bid before the submission of their offer. In case of bidder withdraw its offer, action of suspension of bidder GeM account shall be initiated.

2) Contractor shall submit Performance Guarantee of requisite amount and validity within 30 (thirty) days from the date of issue of GeM Contract. Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG may be given by CWM/SPJ. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day. In case the contractor fails to submit the requisite PG after 60 days, a notice shall be served to the contractor to deposit the PG immediately, however not exceeding 90 days from the date of issue of contract. In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of contract, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in retender for that work.

3) Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of **FA AND CAO, EAST CENTRAL RAILW**

AY, HAJIPUR A/C (Name of the Seller). The bank should certify on it that the de posit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by t he Buyer after making endorsement on the back of the FDR duly signed and sta mped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 30 days of award of contract.

4) The bidder shall deploy the adequate number of manpower and other resourc es as required to achieve the satisfactory service and follow the other terms an d condition. In case of service found to be unsatisfactory, the contract shall be c ancelled with forfeiture of submitted PBG

5) The Bidder must be uploaded the following documents along with the bid. Oth erwise offer will be summarily rejected.

a. GST Registration Certificate of the firm.
b. PAN CARD of the firm
c. Certificate of Incorporation/ Registration Certificate of the organiza tion, as applicable

6) The bidders are required to properly examine and see the attached document s containing scope of work, location and special terms and conditions etc. befor e submission of its bids. On participating in this bid, firm shall be deemed to ha ve confirmed/ agreed to the followings:-

a. I/we the bidder(s) am/are signing this document and/or participating in bid after carefully reading the contents.
b. I/We the bidder(s) also accept all the conditions of the bid and hav e signed all the pages in confirmation thereof.
c. I/we hereby declare that I/we have downloaded the bid documents from GeM portal. I/we have verified the content of the document fro m the website and there is no addition, no deletion or no alteration t o the content of the bid document. In case of any discrepancy notic ed at any stage i.e. evaluation of bids, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
d. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in pr oof of the qualification requirements.
e. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
f. I/We declare that the information and documents submitted along with the bid by me/us are correct and I/we are fully responsible for t he correctness of the information and documents, submitted by us.
g. I/we certify that I/we the bidder(s) is/are not blacklisted or debarre d by Railways or any other Ministry / Department of Govt. of India fr om participation in bid on the date of submission of bids, either in in dividual capacity or as a HUF/ member of the partnership firm/LLP/J V/Society/Trust.
h. I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evalu ation of bids, it shall lead to forfeiture of the Bid Security/ EMD and may also lead to any other action provided in the contract including suspension of GeM account and/or banning of business for a period

of upto two year. Further, I/we and all my/our constituents understa nd that my/our offer shall be summarily rejected.

i. I/we also understand that if the contents of the certificate submitte d by us are found to be false/forged at any time after the award of t he contract, it will lead to termination of the contract, along with for feiture of Bid Security/ EMD and Performance Guarantee and may al so lead to any other action provided in the contract including suspe nsion of GeM account and/or banning of business for a period of upt o two year.

j. I/We have read the clause regarding restriction on procurement fro m a bidder of a country which shares a land border with India and c ertify that I am/We are not from such a country or, if from such a co untry, have been registered with the competent Authority. I/We her eby certify that I/we fulfil all the requirements in this regard and am /are eligible to be considered (evidence of valid registration by the c ompetent authority is enclosed)

k. I/We submit the undertaking that my/our firm will pay minimum wa ges to the staff deployed as per the minimum wages Act. The Minist ry of Labour, Govt. of India will issue enhanced/ revised minimum w ages for contract labour from time to time and will be borne by the contractor. No claim for revised wages should be made by the firm t o the Railway.

l. I/we have read and understood all instructions, General Conditions of Contract, Scope of work and Special Terms and Conditions attach ed to/ referred in this bid and agree to abide by them and also agre e to work in accordance to these Special Conditions. I/We also agre e to keep this offer open for acceptance for the specified validity pe riod as given above from the date fixed for opening and the same a nd in default thereof. I/We will be liable for forfeiture of my/our Bid S ecurity/ EMD. I/We offer to do the work for E. C. Railway, at the rate s quoted and hereby bind myself/ourselves to complete the work in all respect as per given schedule in GeM Contract.

m. I/We have visited the work site and/or I/we am/are aware of the sit e conditions.

7) 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. ***No addit ional documents/ information, which are not a part of original offer, sh all be accepted after the bid opening. The offer shall only be evaluated on the basis of details/ documents submitted in the original offer.***

8) Before participating in bid, bidders are advised to go through whole bid docum ent thoroughly and should also satisfy themselves by visiting the workshop. No claim for any deviation in any condition will be entertained & decision of Railway Administration will be final.

.

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---