

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	30-06-2026 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	30-06-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Finance
विभाग का नाम / Department Name	Department Of Economic Affairs
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	New Delhi
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	rahul.goel@gov.in
वस्तु श्रेणी / Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others
अनुबंध अवधि / Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	140 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
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (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 मेन् 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	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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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	113162

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	15

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

DDO and SO Cash
New Delhi, Department of Economic Affairs, Kartavya Bhawan-1, Ministry of Finance
(Ddo And So Cash)

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/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
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs 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 100% (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.

6. 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

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:3, 35 Lakh, 3 FY

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:3, 10, 3FY

In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.:[1780922713.pdf](#)

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1780922718.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:[1780922743.pdf](#)

Scope of work & Job description:[1780922747.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others (11)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	Not Required
Type of Function	Others
List of Profiles	Sweeper

विवरण/ Specification	मूल्य/ Values
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Delhi
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	
Title for Optional Allowances 2	

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

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

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Rahul Goel	110001,Room No. 15027, 5th Floor, Kartavya Bhavan 1, Kartavya Path, New Delhi	11	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 827 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 75 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

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

1. Generic

OPTION CLAUSE 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. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. The firm/company should have its registered office in Delhi NCR. Bidder to upload supporting documents of office address with the bid documents.
2. The Minimum Salary/wages shall be according to the rates as mentioned/revised time to time by the govt . of NCT of Delhi/Central Govt. whichever is higher.
3. There should not be any legal suits/ criminal case pending against the firm and its Proprietor/Partners or having not been earlier convicted on grounds of moral turpitude or for violation of laws in force.
4. The bidder should not be under liquidation, court receivership or similar Proceedings. The bidder should not be bankrupt.
5. The firm should not be blacklisted/debarred from providing job work contract Services by any of the Central/State Government Department/ under taking/ PSU/ Universities etc.
6. The buyer reserves its right to terminate the contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for services already performed in terms of the contract, these would be paid to it/him as per the contract terms.
7. Bidder must have dedicated/toll free telephone numbers for service support
8. Bidder must provide Escalation matrix of telephone numbers for service support
9. Initially, the contract will be for a period of one year from the date of awarding of contract. However, provided that the bidder meets the satisfactory service the may be extended for one more year at the same rate, terms, and conditions as outlined in the bid.
10. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid.
11. No additional documents will be accepted after closing the bid or during representation window.
12. Authority reserves the right to accept/ reject any bid or all bids with the approval of competent authority. Authority reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
13. The Buyer reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The Buyer also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
14. In case of rejection of Technical/Prequalification Bid, bidder may respond via reject representation online within specified time as mentioned in the system.
15. The bidder must have Permanent Account Number, ESI Registration, EPF Registration and Goods &Service Tax Registration as on the date of submission of tender. All documents to be uploaded with the bid.
16. The contractor shall deploy only personnel with good conduct and character. In order to ensure the same, Police Verification Certificates in respect of the personnel deployed shall be submitted to the Department of Economic Affairs at the time of deploying each personnel.
17. If, in the opinion of this Department, the contractor engages inadequate number of personnel or does not execute the work in a satisfactory manner or in accordance with the terms and conditions of the contract, the Department of Economic Affairs may get the work done through a third-party contractor and the cost of which shall be recovered from the contractor. Also, the contract may be cancelled. In this regard, a written notice shall be issued to the contractor before getting the work done through a third-party contractor..

18. The contractor shall indemnify and shall keep the Department of Economic Affairs indemnified against acts or omission or negligence, dishonesty or misconduct of the men engaged for the work and The Department of Economic Affairs shall not be liable to pay for any damages or compensation to such person or to third party.
19. That the contractor shall arrange for the maintenance of all such registers and forms as are statutorily required and / or considered necessary for the efficient performance of this contract.
20. That it is clearly agreed and understood that all the persons provided / engaged by the contractor shall be the employees of the contractor and all disputes between the contractor and its personnel shall have no bearing on The Department of Economic Affairs. The Department of Economic Affairs shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employee / ex-employee of the contractor. The Contractor is fully responsible for disciplined behavior of its workmen.
21. All damages caused by the contractor or the contractor's personnel or by any other personnel arising out of the contractor's employees' instructions shall be charged to the contractor and recovered from its dues / bills.
22. Failure by the contractor to comply with any statutory requirement and / or the terms of the agreement during the period of contract shall result in termination of the contract and subsequent disqualification from participation in any future tender of the Department.
23. In case the contractor withdraws or The Department of Economic Affairs terminates the contract for violation of terms and conditions and/or deficiency in services during the period of contract, the additional expenses in hiring a new contract on temporary arrangement till the time of appointing a regular contractor through a similar tender process, shall be adjusted against payments to be made.
24. The firm should agree to hire all existing employees employed at (i) 4th & 5th Floor of STC and (ii) CAAA building, Janpath.
25. The Department reserves the rights to suspend this tendering process without assigning any reason, whatsoever.
26. The service charges quoted shall be inclusive of cost of issue of identity cards, other administrative expenses relating to maintenance of register, supervisory charges and other charges to be incurred by the contractor to satisfy the terms and conditions of tender.
27. The billing cycle will be on Calendar month basis. The agency/contractor shall pay the wages to the manpower by 7th of every month and also deposit the ESI and EPF (both deducted from salary as well as employer's contribution) to the concerned statutory authority in time bound manner by its due date.
28. The payment of the bill will be made within 45 days of submission of bill by the contractor in proper format and with all required documents. In case of non- receipt of required documents, the date of receipt of last document will be considered as the date of receipt of bill.
29. The personnel shall get wages on or before 7th of every month. This payment of wages is not linked to settlement of any pending Bill by this Department. Failure to make the payment of wages in stipulated time, the contract may be cancelled.
30. Following documents are to be submitted by Contractor /Agency for claiming payment:

Bill should be submitted for previous month as per attendance & wages paid as applicable (including the Service Charges & statutory taxes quoted by the agency in the financial bid).

Monthly Bills should be attached with following documents:

 - (i) List of manpower deployed in the billing month.
 - (ii) Calculation sheet & statement of ESI & EPF in the format for every month.
 - (iii) Electronic Challan Receipt and Proof of payment of ESI, EPF (for employer contribution and employee contribution)/GST and other statutory dues.
 - (iv) Proof of payment of wages in the form of Bank Statement (statement should have names of manpower deployed at STC and CAAA, Janpath only).
 - (v) Biometric/attendance details of the deployed manpower for the billing month in the prescribed format.

(vi) Certificate to the effect that payment of wages to the concerned staff is as per rules and laws in force, and no Labour Law or any other Law governing the Manpower(s) deployed has been violated and any dispute or claim arising out of this shall be responsibility of Contractor.

31. If the minimum wages are revised by the Government of NCT of Delhi, the increased wages shall be paid by the contractor to the personnels engaged by them.
32. In case, the person deployed by the contractor is absent/on leave, suitable replacement should be given immediately on the direction of this Department.
33. An Escalation Matrix providing the contact details of relevant persons from the agency for the resolution of complaints/issues faced by the staff shall be provided. Further, a dedicated contact person must be allocated for the issuance of salary slips to the outsourced staff. The requests for the same need not be routed through this Department. The staff may directly contact the said contact person. The staff shall be able to receive their salary slips without required to be physically present at the office of the agency.
34. In case, any complaint(s) are received against the personnel deployed by the contractor and if the complaints are found to be true, the personnel should be replaced immediately on the direction of this Department.
35. The documents must be uploaded with a proper index along with page numbers mentioned against the corresponding document.
36. It should be clearly stated that no charges of any kind—such as registration fees or otherwise—are to be collected from employees. Additionally, employees must be paid their full wages.
37. Bidder should have submit undertaking for acceptance of terms and conditions in the bid document including ATC on company Letter Head. The uploading of a bid implies that bidder has read this notice and the conditions of GeM contract and has made himself aware of the scope and specifications of work to be done. If the conditions mentioned in the bid are not fulfilled at any stage during the bidding process or during the contract period, the contract may be cancelled.

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 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---