

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-07-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-07-2026 15:30:00
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 Health And Family Welfare
विभाग का नाम/Department Name	Department Of Health Research
संगठन का नाम/Organisation Name	Indian Council Of Medical Research (icmr)
कार्यालय का नाम/Office Name	National Institute Of Malaria Research
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id : Buyer Email id: pawank.meena@icmr.gov.in
वस्तु श्रेणी /Item Category	Canteen Service - Best Price on Fixed Menu Rate Model - Vegetarian; Breakfast, Lunch, Snacks; Inside Building Premises (exclusive for employees/ patients/ in house personnel)
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)	10 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	Yes Complete
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 मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	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)	250000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	18

(a) 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.

लभार्थी /Beneficiary :

Director

National Institute Of Malaria Research, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare
(Director Nimr)

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

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. **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.

8. 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.

9. 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.

10. 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

Menu Items:[1781324845.pdf](#)

Canteen Service - Best Price On Fixed Menu Rate Model - Vegetarian; Breakfast, Lunch, Snacks; Inside Building Premises (exclusive For Employees/ Patients/ In House Personnel) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Diet	Vegetarian
Type of Meal	Breakfast , Lunch , Snacks
Type of Canteen Space	Inside Building Premises (exclusive for employees/ patients/ in house personnel)
Electricity Charges	To be provided by Buyer
Cooking Gas Charges	To be provided by Service Provider
Water Charges	To be provided by Buyer
Basic Furniture	To be provided by Service Provider
Canteen's Operational Days in a week	7 days a week
Cooking Equipments	To be provided by Service Provider
Essential Crockery	To be provided by Service Provider

विवरण/ Specification	मूल्य/ Values
Canteen Staff	To be provided by Service Provider
Distribution/ Serving Style	From single point – (canteen establishment)
Uniform for Canteen Staff	To be provided by Service Provider
Display Shelf	Not Required
Smart Vending Machines	Not Required
Raw Material	To be provided by Service Provider
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Canteen Start Time	7.00 AM
Canteen End Time	6.00 PM

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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Pawan Kumar Meena	110077,NATIONAL INSTITUTE OF MALARIA RESEARCH Sector 8, Dwarka	Project / Lumpsum Based	- Total Canteen Space (In Sqft) : 734 - Total No of Employees/ Individuals/ Footfall to be served per day : 250 - Monthly License Fee : 440 - Duration in Months : 12 - Working Days in a Month : 26

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

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. **Generic**

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 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 50 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 50 percent with the consent of the service provider

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Personal Supervision A competent and qualified person shall be appointed as Manager who shall maintain the ICMR-NIMR campus to manage and supervise the catering services properly. Manager will look after all administrative issues with ICMR-NIMR and also support staff like stewards, chief, miscellaneous staff, etc. (all to be incorporated in price and no separate price for manpower).

2. Standard of Catering (a) A high standard of catering shall be maintained at all times with due regard to quantity, quality and purity of foodstuffs. High standard of cleanliness in preparation and handling of food items, cooked and cut food servings should be maintained. The workmen handling the cooking and cutting directly should maintain a high level of personal hygiene and cleanliness. Courtesy should be observed while servicing the guests, guest faculty, participants and staff members. (b) The standard of cleanliness of kitchen utensils, crockery, glassware, cutlery; linen etc. shall be of very high order and any laxity in this regard will attract service penalties of the amount to be determined by ICMR-NIMR. The Service Provider

shall be bound by the decision of ICMR-NIMR. (c) The Service Provider should ensure that the entire catering premises are kept hygienic and clean. A thorough master cleaning ought to take place every weekend for all equipments, fixtures, utensils by removing the grime, grease, stains, oil etc. wiped well by clean cloth and dried.

3. Complaints and improvements The Service Provider shall carry out such improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the participants, guest faculty and staff either directly to him or through its Manager. A feedback register to be maintained Canteen Committee will review the feedback.

4. Meeting and the day following the end of Meeting On the day previous to the day of commencement of a Meeting and on the day following the last day of Meeting even though such days, fall within the period of the gap intervening between two Meetings, Service Provider shall at the prior instruction from ICMR, keep the canteen open and arrange for catering service to such of the participants as are expected to be present in the meeting on such days and for such items as partaken of by them. Charges shall be calculated at the rates specified for each of the item as per contract.

5. Gas charges, cooking equipment, essential crockery & cutlery are to be provided by service provider. Service provider shall at all times keep and maintain all the articles in a clean, neat, hygienic and tidy order and condition. Electricity charges, water charges, Display Shelf, Canteen furniture are to be provided by ICMR-NIMR.

6. The Service Provider shall be responsible for all damages or losses of ICMR-NIMR property and will be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by natural calamity.

7. Ready to eat meals may be kept for sale as per MRP.

8. The Service Provider will deploy adequate manpower for work during late hours and on Saturdays/ Sundays, including other holidays, according to the requirement of ICMR-NIMR.

9. The Service Provider shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity. If it is found that the conduct or performance of any person employed by the Service Provider is unsatisfactory, the Service Provider shall remove the concerned person and engage a new person within 48 hours of intimation by ICMR-NIMR. The decision of the ICMR-NIMR in this regard shall be final and binding on the Service Provider.

10. Employment of childlabour is strictly prohibited under the law. Therefore, the Service Provider shall not employ any child (less than 18 years).
11. ICMR-NIMR reserves the right to appoint officers/ officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Firm.
12. The Service Provider shall install its electronic fly - kill/ insect repellent equipment, emergency lighting/ gas and fuel supply at its own cost;
13. Storing/ supply/ sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the ICMR-NIMR campus, including Canteen. Any breach of such restrictions in the Canteen Firm will attract deterrent action against the Firm as per statutory norms.
14. The contract will initially be valid for 2 year to be extended further up to 6 months on same terms and conditions based on satisfactory performance. Contract can be foreclosed by giving one month advance notice at any point of time; as per requirement of ICMR-NIMR.
15. The bidder should submit only one bid in the tender process. Bidder submitting more than one bid i.e. bidders having controlling partners in common will result in the disqualification of all the concerned bids.
16. Bidder should not have been declared on court receivership/liquidation/ blacklisted/banned/ debarred by any Central/ State Govt Organization/ PSU. An affidavit on Rs. 100/- non judicial stamp paper (as per Annexure B of the Buyer Uploaded ATC document) notarized after the date of tender publication shall be furnished by the applicant. In case a bidder is put on holiday/ Black listed after opening of technical bid, then bid of such bidders will be ignored & will not be further evaluated. The bidder will not be considered for issue of order even if the party is the lowest (L1). In such situation next lowest shall be considered as L1.
17. Services of the bidder shall be reviewed after a period of 02 year of the contract. Service will be continued for the next 01 year of the contract only in case of satisfactory performance of the bidder.
18. PAYMENT TERMS: (a) The payment to the firm for canteen service for official meeting Breakfast/ Snack s/ Beverages/ Lunch/ High Tea/ Dinner would be paid on monthly basis on the basis of verification of bills and satisfactory performance of the firm during the respective meeting (b) All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same. (c) Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made. 19. Medical fitness: The mess staff including cooks, serving member, and cleaners have to be medically reviewed. The fitness certificate should be obtained from a registered medical practitioner before employment of catering staff, failing which suitable action may be initiated. Every quarter, a health checkups to be done for all workforce appointed by the vendor and a register for the same is to be maintained. If any new employee joins from the vendor side, a valid health certificate is to be produced.
20. The workforce working in the canteen, must always wear a neat clean uniform, be properly groomed, have a proper hair cut, nails filed, disposal gloves, cap and a separate pair of slippers (for kitchen use only). The contractor/ agency is required to maintain highest level of cleanliness and personal hygiene.
21. The Agency shall abide by all laws of the land including Labour laws, Company Act, tax deduction liabilities (GST, Labour Cess etc), Welfare measures of its workers (EPF, ESI, EDLI, Bonus etc) and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, through any such annous shall be the exclusive responsibility of the Agency, and it shall not involve the Council in any way what-so-ever.
22. GST will be applicable as per the latest Gol notification.
23. Catering services will also be required as and when the meeting/ workshop will be arranged outside the office premises.
24. Wages to be paid by the Service provider to the deployed manpower will be not less than Minimum wage of Govt. of NCT of Delhi. Revision in Basic and VDA notified by the Govt. of NCT of Delhi from time to time during the contract period shall apply to the manpower and same shall have to be borne by the Service Provider. The Service Provider shall be able to arrange for suitable medical insurance coverage policy if the wages crosses more than ESI ceilings as per ESI Act.
25. Qualification Criteria (Mandatory) (a) Bidders may note that following are submitted strictly as per the prescribed format uploaded in the Buyer Uploaded ATC documents: (i) Undertaking by the bidder(s) (ii) Proforma for declaration on court receivership/liquidation/ blacklist (iii) Bidder(s) profile (iv) Format of bid security declaration in lieu of EMD (b) In addition to above, bidders are also required to submit the following d

documents: (i) PAN CARD (ii) GST Registration Certificate (GSTIN NO.) (iii) EPF Registration Certificate clearly indicating PF code number (iv) ESI Certificate (v) Certificate of registration under Shop and Establishment Act issued by the competent authority, should be submitted as documentary evidence of bidder in Delhi, NCR from minimum of past 03 years. (vi) For Minimum Average Annual Turnover of the Bidder (For 3 Years): 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 (vii) For Years of Past Experience required same/similar service Copies of relevant contracts/ orders for providing similar type of services to any Central/ State Govt/ Autonomous Organizations/ PSU with minimum 100 employees.

26. Monthly license fee is liable to change as per the latest GoI order. 27. Bidder must provide calculation sheet (financial bid) of menu wise item as per the prescribed format in matching the total quoted cost. No extra tax/duties shall prevail over GeM Bid (Bidding) General T&C.

28. No minimum guarantee of business will be furnished to the Service Provider or towards consumption of ATC items. 9 / 11 34. Parameters/ Technical Specification/ T&C mentioned in the Buyer Added text based ATC clauses shall prevail over GeM Bid (Bidding) General T&C

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---