

दिनांक /Dated: 05-08-2025





बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time 20-08-2025 12:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-08-2025 12:30:00	
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 Agriculture And Farmers Welfare		
विभाग का नाम/Department Name	Department Of Agricultural Research And Education (dare)	
संगठन का नाम/Organisation Name	Indian Council Of Agricultural Research (icar)	
कार्यालय का नाम/Office Name	Icar-nihsad, Bhopal	
वस्तु श्रेणी /Item Category	Hiring of Sanitation Service - Manpower Based Model - Sweeper; 6; All Areas; All Areas; Daily; 1	
अनुबंध अविध /Contract Period	2 Year(s)	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	verage Annual Turnover of the 45 Lakh (s)	
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)	
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No	

बिड विवरण/Bid Details	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं 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	7
बिंड 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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

П		
	आवश्यकता/Required	l No
М		

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).	30

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

लाभार्थी /Beneficiary :

DIRECTOR

Icar-nihsad, Bhopal, Department of Agricultural Research and Education (DARE), Indian Council of Agricultural Research (ICAR), Ministry of Agriculture and Farmers Welfare (Icar-unit Nihsad,bhopal)

विभाजन/Splitting

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

एमआईआई अन्पालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference Yes	खरीद वरीयता/MSE Purchase Preference	
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- 1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

 4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.
- 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.

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

PRICE BID - <u>1754302959.xlsx</u>

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Additional Scope of Work and Size of Areas to be Serviced: 1754303094.pdf

Machinery, Cleaning Agent and equipment requirements to be indicated if it is to be supplied by the service provider: $\frac{1754303139.pdf}{1754303139.pdf}$

Hiring Of Sanitation Service - Manpower Based Model - Sweeper; 6; All Areas; All Areas; Daily; 1 (14)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification		
कोर / Core		
Category of Resource	Sweeper	
Number Of Working Days in Week	6	
Type of Area	All Areas	
Area Inclusions	All Areas	
Cleaning Cycle	Daily	
Cleaning Frequency	1	
Consumables/Equipments and cleaning agents to be provided by	Service Provider	
Machineries to be provider by	Service Provider	
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes	
Name of states/ UT for geographical presence is required	Madhya Pradesh	
एडऑन /Addon(s)		
Consumables/Equipments and cleaning agents to be provided by Service Provider	NA	
Machineries to be provider by service provider	NA	

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	अतिरिक्त आवश्यकता /Additional Requirement
1	Mansing Hansda	462022,ICAR-NIHSAD, Anand Nagar, Kokta Road	14	 Approx Area in Sq.Ft: 200000 Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST: 20372

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

1. Generic

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

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

ICAR-NIHSAD ANAND NAGAR KOKATA BYPASS BHOPAL MADHYA PRADESH

3. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. Certificates

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.

5. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

6. 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.

7. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TERMS AND CONDITIONS:-

1. An amount equivalent to 5% of the total contract value of two (02) years' contract is to be deposited by the selected agency/successful tenderer as Performance S ecurity Deposit (DD/FDR/BG) physically along with agreement on non-judicial stamp paper worth Rs. 500/- before undertaking the job.

- 2. The current rates of wages and statutory contributions on person's wages as notified and revised from time to time by the Central Govt. (Ministry of Labour and employment, Govt. of India; for the employees employed in Sanitary/Sweeping and Cleaning; Category B city) will be paid other than service charges etc. There will not be any increase in the service charges quoted by the firm during the contract period GST will be paid extra on total actual cost of AMC.
- 3. One day weekly rest shall be provided to each worker engaged. A substitute sho uld be provided in case of any manpower absents himself. If substitute is not pro vided, amount equal to the daily rate of wages, *etc.* shall be deducted from the bill for the month. Thus, the wages component of monthly bills will be paid on actual attendance basis after appropriate deductions for absence of manpower, if any
- 4. If the firm fails to provide a substitute within 3 days, a penalty clause will be imposed, besides deduction of daily wages.
- 5. The Firm will not charge placement charges or any other account from the manp ower deployed with NIHSAD from the payment to be made to the outsourced staf f as per quoted rates. The contract is liable to be terminated, security deposit forf eited and the Contractor/Firm will be blacklisted if, at any stage, reports are recei ved that the Contractor/Contracting Firm has charged the manpower on any account.
- 6. As per Ministry of Finance, Department of Expenditure New Delhi Letter No. F. 6/1/2023-PPD dated 06.01.2023 endorsed by ICAR Letter No. FIN/22/01/2016-CDN(A&A) dated 22.02.2023 the minimum Service Charges will be 3.85%.
- 7. The GST or any other tax which is as per the rules of the Government shall be de ducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
- 8. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.
- 9. Decision of Director, ICAR-NIHSAD shall be final for any aspect of the contract an d binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-NIHSAD. T he decision of the sole arbitrator so appointed shall be final and binding on the p arties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 196 as amended from time to time.
- 10. The Director, ICAR-NIHSAD does not pledge itself to accept the lowest or any ten ders and also reserve to itself right of accepting the tenders whole or in part kee ping in view valid reasons Conditional tenders will not be accepted.
- 11. In case of tie in AMC cost, the decision of NIHSAD, Bhopal will be final for selection of firm to award the AMC.
- 12. The Director, ICAR-NIHSAD in its capacity as Principal Employer, reserves the righ t to modify any of the terms and conditions of the contract as mentioned in the S chedules I & II of this document, at its discretion, in the interest of the job/work.
- 13. The following documents/vouchers are required to be uploaded with the technica l bid: -
- a. Scanned copy of Registration Certificate of the firm as per Indian companies Act, 1956 or Indian Partnership Act, 1932.
- b. Scanned copy of License under the Contract Labour (Registration & Abolition) Act , 1970.
- c. Scanned copies of EPF and ESI Certificate issued by the local Government.

- d. Scanned copy of minimum 50 numbers of Staff registered under ESI & EPF.
- e. Scanned copy of valid registration certificate issued by National and Small Indust ries Corporation (NSIC/MSME), if applicable.
- f. Scanned copy of 3 years of experience during the last 5 years in the field of provi ding House Keeping work services in Central Govt./Autonomous bodies/Corporati ons/State Govt./PSUs/Reputed public organizations.
- g. Scanned copy of audited balance sheet of the firm to fulfill the requirement of mi nimum annual turnover of the firm not less than Rs. 45, 00, 000/- (Rupees Forty F ive Lakhs Only) during each of the last three years.
- h. Scanned copies of Income tax and service tax registration certificates/GST registr ation.
- i. Scanned copy of Audited Balance Sheet of the firm for last financial year by the Chartered Accountant.
- j. Scanned copies of PAN Number.
- k. The firm should have registered office at Bhopal, scanned copy may be attached.

ADDITIONAL TERMS & CONDITIONS

- 1. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
- 2. The persons so provided by the agency under this contract will not be the employee of the NIHSAD a nd there will be no employer-employee relationship between the NIHSAD and the person so engaged by the contractor in the aforesaid services.
- 3. For this Contract, water and electricity will be provided by the institute. It is presumed that the bidder has assessed all the requirements of manpower/materials/logistics/taxes etc. thoroughly before particip ating in the tender process and the tender quoted cost is lump sum in respect of all these items/services and therefore no request for any alteration/hike in the rates once quoted would be entertained within o ne year from the date of award of tender. None of the other requirements including stationary items would be provided from the institute.
- 4. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time.
- 5. The contractor shall indemnify and keep indemnified the NIHSAD from any claims, loss or damages th at may be caused to it on account of any failure to comply with the obligations under various laws. In c ase of any dispute, the decision of Director, NIHSAD shall be final and binding on the contractor.
- 6. The service provider/contractual staff should have adequate literary knowledge to cope up with the s mooth operation of work.
- 7. To have proper coordination in working, the Contractor/Service provider Agency authorities would visi t the working areas frequently and contact the concerned In-charge officers/administration for any clarification if required.
- 8.The contractor must employ adult contractual staff (18-58 years). Employment of child labour shall lead to termination of the Contract.
- 9. Any change in service provider or contractual worker should be done in consultation with NIHSAD aut hority. Abrupt and unjustified changes will not be accepted.

All the Contractual Services Staff should follow strict attendance and alternative arrangements are to be made by the agency to keep all the work points to be in operation by the substitute if any contractual w orker leaves the point.

- 10. The selected agency shall provide the necessary personnel to NIHSAD as per labour acts prevalent a s per GOI or M.P. whichever is applicable. The agency shall employ good and reliable service provider/C ontractual persons with good health. In case any of the personnel so provided is not found suitable by the NIHSAD, the NIHSAD shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediat ely.
- 11. The shift contractual should not leave their points vacant unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section.
- 12. The contractor shall not sublet the work without prior written permission of the NIHSAD.
- 13. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 14. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of NIHSAD for the purpose. All complaints should be immediately attended by the Agency.
- 15.All the contractual workers should maintain discipline, punctual and obedience in the campus. Any m isconduct would entail the administration to instruct the contractor to replace the person immediately.
- 16.It is presumed that the Police Verification report of each worker may be done by the firm and submitt ed as when required.
- 17.Payment to the Contractor will be made on monthly basis. The sequence of payment would be as giv en below:-
- 18.Payment to the contractual staff engaged in the job would be done by the contractor through BANK TRANSFER in their account on or before 7th of each month, right from the first month.
- 19. The contractor then shall submit the claims of such payments on actual attendance basis to the institute along with proof of BANK TRANSFER, payment towards EPF, ESI, Service Tax and other statutory payment etc. The mode of payment and challans etc. should be transparent so as to prove their authenticity. In case of quarterly payment such proof shall be submitted in subsequent month.
- 20.Upon verification of records as mentioned above and the attendance of contractual persons, the administration would release the payment via BANK TRANSFER in the account of contractor.
- 21.In no case, release of payment from this office to contractor should be linked to payment to contract ual workers which must be done before 7th day of each month.
- 22.Income Tax (TDS) will be deducted from the payments due for the work done as per rule.
- 23.The GST challan of previous month may be submitted with the bill along with supporting documents f or payment
- 24.The contractor will have to provide the details of (individual wise) EPF deposition with the concerned department and copy of the detailed list obtained from the EPF department/website should be submitted as a supporting document along with the bill of the succeeding month. Similarly, firm should also provide evidence towards depositing the relevant amount towards ESI with details
- 25. The contractor will have to give revised minimum wages with other statutory liabilities as and when the minimum wages are revised during the contract. Normally, wages are revised during April and October every year.
- 26.The Institute will not be responsible either to the Contractor or to its workers deployed at this Institut e for any medical assistance/injuries/death or any kind of loss occurred to contractual workers.

27. The Director, NIHSAD reserves the right to reject any or all tenders/quotations in whole or in part wit hout assigning any reason thereof. The decision of Director, NIHSAD shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.

Liquidated Damage Clauses/Penalty Clause

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- 1. In case of deficiency of services, pro-rata deduction of amount on the service s not provided will be made. In addition, 10% penalty on total monthly bill wo uld be charged after giving due hearing to the contractors explanation by the Director of the Institute.
- 2. The firm will not charge placement charges on any other account from the ma npower deployed with the NIHSAD from the payment to be made to the outso urced staff as per quoted rates. The contract is liable to be terminated, securi ty deposit forfeited and the Contractor/Firm will be blacklisted if, at any stage, reports are received that the Contractor/Contracting firm has charged the ma npower on any account.
- 3. Any misconduct/misbehavior on the part of the manpower deployed by the a gency will not be acceptable and such persons will have to be replaced imme diately.
- 4. If the required number of workers/supervisor are less than the minimum req uired to carry-out the job as a whole, a penalty of Rs. 500/- per worker per da y will be deducted from the bill. The decision of the Director ICAR-NIHSAD will be final and binding in all matter.

RISK CLAUSE: -

The Agreement of the contract can be terminated with two months' notice from either side on the technical issues beyond logical solutions. However, in case of Service Provider/Contractor issuing notice, the expenses incurring due to such breach shall be recovered from the security deposit or pending bills or by raising a separate claim.

9. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

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

File Attachment Click here to view the file.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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, 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---