

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	22-01-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	22-01-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	155 (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	Bhopal
वस्तु श्रेणी /Item Category	Canteen Service - Best Price on Fixed Menu Rate Model - Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive for employees/ patients/ in house personnel)
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	20 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
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),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

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	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
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

आवश्यकता/Required	No
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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).	26

(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.

लाभार्थी /Beneficiary :

Director, ICMR-NIREH, Bhopal
ICMR-NIREH, Bhopal Bypass Road, Bhauri, Bhopal
(Director, Icmr-nireh, Bhopal)

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 को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs 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 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 on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

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.

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

Financial Bid - [1765962498.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Geographic Presence In States:Madhya Pradesh

Menu Items:[1765962371.pdf](#)

Canteen Service - Best Price On Fixed Menu Rate Model - Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; 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 , Dinner , Snacks , Beverages
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 Buyer
Canteen's Operational Days in a week	5 days a week
Cooking Equipments	To be provided by Service Provider
Essential Crockery	To be provided by Service Provider
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	To be provided by Service Provider
Smart Vending Machines	Not Required

विवरण/ Specification	मूल्य/ Values
Raw Material	To be provided by Service Provider
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Canteen Start Time	08:00 AM
Canteen End Time	06:00 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

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Lumpsum/Pr oject Based	अतिरिक्त आवश्यकता /Additional Requirement
1	Mohd Shahid Khan	462030,ICMR-National Institute for Research in Environmental Health Bhopal Bypass Road Bhauri, Bhopal, M.P. 462030	1	<ul style="list-style-type: none"> Total Canteen Space (In Sqft) : 73.94 Total No of Employees/ Individuals/ Footfall to be served per day : 60 Monthly License Fee : 7701 Duration in Months : 24 Working Days in a Month : 26

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/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

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. **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.

4. **Forms of EMD and PBG**

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

Director, ICMR-NIREH, Bhopal
payable at
Bhopal

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

5. **Forms of EMD and PBG**

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

Director, ICMR-NIREH, Bhopal
A/C (Name of the Seller). The bank should certify on it that the deposit 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 the Buyer after making endorsement on the back of the FDR duly signed and stamped 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 15 days of award of contract.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. 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 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 severe penalties of the amount to be determined by ICMR-NIREH, Bhopal. Service Provider shall be bound by the decision of ICMR-NIREH, Bhopal.

(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.

2. 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 and every month Canteen Committee will review the feedback.

3. 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-NIREH, 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.

4. 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. Service provider shall maintain inventory of the stock of the items given to him. An inventory statement giving clearly the breakup of the stock due to normal wear and tear and breakage/ missing, if

- any, should be submitted to ICMR-NIREH by 10th of every month, which shall be checked by the authorized official of ICMR-NIREH.
5. The Service Provider shall be responsible for all damages or losses of ICMR-NIREH 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.
 6. Ready to eat meals may be kept for sale as per MRP.
 7. 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-NIREH.
 8. 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-NIREH. The decision of the ICMR-NIREH in this regard shall be final and binding on the Service Provider.
 9. Employment of child labour is strictly prohibited under the law. Therefore, the Service Provider shall not employ any child (less than 18 years).
 10. ICMR-NIREH 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.
 11. The Service Provider shall install its electronic fly - kill/ insect repellent equipment, emergency lighting/ gas and fuel supply at its own cost;
 12. Storing/ supply/ sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the ICMR-NIREH campus, including Canteen. Any breach of such restrictions by the Canteen Firm will attract deterrent action against the Firm as per statutory norms.
 13. 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-NIREH.
 14. The bidder should submit only one bid in the tender process. Bidder submitting more than one bid i.e. 2 bidders having controlling partners in common will result in the disqualification of all the concerned bids.
 15. Bidder should not have been declared on court receivership/ liquidation/ blacklisted/ banned/ debarred by any Central/ State Govt Organization/ PSU. An undertaking (as per Annexure B of the Buyer Uploaded ATC document) on letter head 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.
 16. Services of the bidder shall be reviewed after a period of 01 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.
 17. PAYMENT TERMS:
 - (a) Payment to the firm for canteen service for official meeting Breakfast/ Snacks/ 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.
 18. 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 check up 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.
 19. 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.
 20. 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 onus shall be the exclusive responsibility of the Agency, and it shall not involve the Council in any way whatsoever.
 21. GST will be applicable as per the latest Govt notification.
 22. Catering services will also be required as and when the meeting/ workshop will be arranged outside the office premises.
 23. The Service provider shall depute atleast 02 Chef and 01 Service Boy. Bidder has to submit an undertaking with technical bid for the following:
 - (a) Number of Manpower to be deployed in ICMR-NIREH will not be less than 02 Chef and 01 Service Boy.
 - (b) Wages to be paid by the Service provider to the deployed manpower will not be less than Minimum wage of Govt. of India. Revision in Basic and VDA notified by the Govt. of India 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 S

Service Provider shall be able to arrange for suitable medical insurance coverage policy if the wages cross more than ESI ceilings as per ESI Act.

24. Any Addendum/ Corrigendum/ Bid End Date Extension in respect of the tender shall be issued on GeM portal and ICMR-NIREH website only.

25. The sole jurisdiction over any matters arising in connection with any actions or proceedings arising out of or in relation to this tender and subsequent contract shall be with the Courts of Madhya Pradesh only.

26. 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/ blacklisted

(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 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 or Gumasta Registration Certificate, should be submitted as documentary evidence in support of the geographical presence of bidder in Madhya Pradesh.

(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 for 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.

(viii) Valid FSSAI or ISO 22000

27. Monthly license fee is liable to change as per the latest GoI order.

28. Bidder must provide calculation sheet (financial bid) of menu wise item as per the prescribed format matching the total quoted cost. No extra taxes/ duties will be paid on quoted rates.

29. No minimum guarantee of business will be furnished to the Service Provider or towards consumption of food items.

30. The Service Provider shall be solely responsible for maintaining cleanliness in the canteen kitchen area.

31. Parameters/ Technical Specification/ T&C mentioned in the Buyer Added text based ATC clauses shall prevail over GeM Bid Details/ General T&C.

7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [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 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 [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---