

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	14-05-2025 18:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	14-05-2025 18:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Finance
<b>Department Name/विभाग का नाम</b>	Department Of Financial Services
<b>Organisation Name/संगठन का नाम</b>	Lic - Life Insurance Corporation Of India
<b>Office Name/कार्यालय का नाम</b>	Jammu
<b>क्रेता ईमेल/Buyer Email</b>	buycon4.lic.jammu@gembuyer.in
<b>Item Category/मद केटेगरी</b>	Manpower Outsourcing Services - Minimum wage - Unskilled; High School; Others
<b>Contract Period/अनुबंध अवधि</b>	2 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	150 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Floor Price/न्यूनतम मूल्य	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
Estimated Bid Value/अनुमानित बिड मूल्य	29261546.11
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	IDBI Bank
EMD Amount/ईएमडी राशि	585231

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	IDBI Bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

#### Beneficiary/लाभार्थी :

JAMMU

LIC OF INDIA JEEVAN JYOTI BUILDING 18-A RAIL HEAD COMPLEX JAMMU-180012

(Lic Of India)

**MII Compliance/एमआईआई अनुपालन**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 on-line 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. 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.

5. 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.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Scope of work & Job description:**[1744880914.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1744885462.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others ( 23 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Educational Qualification	High School
Type of Function	Others
List of Profiles	Attendant
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	HOUSEKEEPER CUM ATTENDANT

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Hira Lal Raina	180012,LIC OF INDIA JEEVAN JYOTI BUILDING 18-A Rail Head Complex JAMMU	23	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 674</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 2.88</li> <li>• EPF Admin Charge (INR per day) : 2.88</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 21.905</li> <li>• Provident Fund (INR per day) : 69.23</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 24</li> </ul>

### Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others ( 33 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Educational Qualification	High School

Specification	Values
Type of Function	Others
List of Profiles	Attendant
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	HOUSEKEEPER CUM ATTENDANT

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Hira Lal Raina	180012,LIC OF INDIA JEEVAN JYOTI BUILDING 18-A Rail Head Complex JAMMU	33	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 541</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 2.705</li> <li>• EPF Admin Charge (INR per day) : 2.705</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 17.58</li> <li>• Provident Fund (INR per day) : 64.92</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 24</li> </ul>

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

### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1) For **Technical Evaluation** bidders are requested to submit the following documents:

a) Chartered Accountant certified proof of turnover for the **FY 2021-22, 2022-23, 2023-24** in support of

condition of minimum average annual turnover mentioned in bid document which states that " the minimum average annual turnover of the bidder should be **1.50 crores**"

b) Copies of work order/ experience certificate of the contract executed in **FY 2022-23, 2023-24, 2024-25** in support of condition specified in Bid Document for years of past experience i.e. **3 years** which states as " The bidder must have experience of number of years as indicated above in bid data sheet (ending month of march prior to bid opening)of providing same or similar type of services to any central / state Govt organization / PSU .

c) Copies of work orders / experience certificate of the contracts executed in **FY 2022-23, 2023-24, 2024-25** in support of condition specified in Bid Document for past experience of same or similar services which states as" The Bidder must have successfully executed / completed at least one single order of **80 %** of the estimated bid value i.e. 2.34 crores or Two orders each of **50%** of estimated bid value i.e. 1.46 crores or Three orders each of **40 %** of estimated bid value i.e. 1.17 crores for similar services in last three years to any central /state govt. / PSU ".

**Estimated Bid Value: Rs. 2,92,61,546/-**

d) Satisfactory Performance Certificate from minimum 2 Clients (Different Organizations viz any central/state Govt organization / PSU) issued for the works executed within last 5 Financial Years including current financial year.

e) Service Provider must have an operating office in the UT of Jammu & Kashmir. All the supporting documents regarding the existence of operating office / Office operations must be submitted for verification and technical evaluation.

f) Signed & Stamped Copy of **Buyer Specific Integrity Pact**, specimen uploaded in Point 2 of Buyer added bid specific terms and conditions.

g) Copy of **ISO 9001 certification**.

h) A **self-declaration** on the letter head of bidder must be submitted by the bidder that Bidder/ Supplier/ Organization/ Proprietor/ ANY of the Director(s) should not have been banned or suspended or black listed by any Government /Public Sector Undertaking / Corporate organization or convicted in any Court of Law across India or declared Bankrupt or insolvent.

The declaration submitted shall be dated during the bidding period i.e. the declaration should have been signed after the date of publishing of the bid. The declarations signed before the date of publishing the bid shall not be considered for technical evaluation. **(Specimen of declaration attached in the scope of work)**

2) The successful bidder has to deploy the manpower at the below mentioned locations:

**Offices in Area- B**



<u>S.NO</u>	<u>NAME OF OFFICE</u>	<u>NO. OF RESOURCES</u>
1	DO CELL JAMMU	7
2	DO SRINAGAR	3
3	BO- JAMMU-1	2
4	BO- JAMMU-2	1
5	BO- JAMMU-3	2
6	P&GS UNIT JAMMU	1
7	SO CLIA JAMMU	1
8	SO JANIPUR	1
9	SO KUNJWANI	1
10	BO- SRINAGAR-1	2
11	BO- SRINAGAR-2	1
12	BO- SRINAGAR-3	1

**TOTAL RESOURCES IN AREA B**

**23**

**Offices in Area C**

<u>S.NO</u>	<u>NAME OF OFFICE</u>	<u>NO. OF RESOURCES</u>
1	SO-BILLAWAR	1
2	SO-REASI	1
3	SO-KATRA	1
4	SO-KISHTWAR	1
5	SO-RAMBAN	1
6	SO-SUNDERBANI	1
7	SO-LEH	1
8	SO-GANDERBAL	1
9	SO-KUPWARA	1
10	SO-KULGAM	1
11	BO-RSPURA	1
12	BO-SAMBA	2
13	BO-KATHUA	3
14	BO-DODA	2

15	BO-RAJOURI	2
16	BO-POONCH	2
17	BO-BUDGAM	2
18	BO-SOPORE	3
19	BO-PULWAMA	1
20	BO-ANANTNAG	2
21	BO-UDHAMPUR	2
22	SO-AKHNOOR	1

#### **TOTAL RESOURCES IN AREA C**

**33**

3) The Contract shall be in force initially for a period of **2 years** and may be extended further for a period of one year at existing terms and conditions subject to satisfactory services rendered by the service provider and mutual consent.

4) Successful Bidder has to submit the details of the local representative who will be contacted for deployment process, statutory compliances and other issues if any

5) Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

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

The deployed workers shall not claim any payment directly from LIC nor shall any payment be made directly to the worker so deployed.

7) In addition to the **termination clause** of Service level agreement, it is pertinent to mention that during the currency of contract, Notice Period of 30 Days by LIC of India and 90 Days by the service provider is mandatory for termination of contract.

8) Besides GeM GTC & Buyer added bid Specific additional terms and conditions, contract with the successful vendor shall also be governed by the outsourcing policy of the corporation which shall be agreed upon separately at the time of execution of contract.

9) The service provider shall furnish the bill (in duplicate) towards the services on or before **8<sup>th</sup>** of the following month. Along with the bill proof regarding payment of wages through bank account as well as remittance of PF dues/ESIC during the preceding month shall also be furnished by the service provider.

10) Service provider will provide one set of Summer **uniform** and one set of Winter uniform to all the attendants deployed at various offices every year and will ensure that the deployed personnel shall wear the uniform and vendor shall provide the **identity cards** to all the personnel deployed in all the offices.

13) The service provider should possess the **valid GSTIN Registration certificate**.

14) Any dispute arising out of the Contract/Agreement shall come under the jurisdiction of the honorable Courts in Jammu only.

#### 15) Penalty Clause:

The successful bidder shall be responsible for faithful compliance of the terms and conditions of the agreement. In case of non-compliance of Service obligations, Penalty per default will be imposed as per SLA and in case of three consecutive defaults against some events, the contract will be liable to be cancelled. However non-compliance of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

S. No.	Service Level Agreement	Baseline	Penalties	
			1st Instance	2 <sup>nd</sup> Instance
1	Delay in deployment of security personnel by the service provider	Deployment to start within 2 weeks of the placement of the service provider.	In case of deployment made after 2 weeks of placement of order and delay is due to service provider 0.10 % of the value of the contract shall be levied as penalty.	In case of deployment made after 3 weeks of placement of order and delay is due to service provider 0.20 % of the value of the contract shall be levied as penalty
2	In case personnel of the service provider is found to have misconduct or misbehave in any manner or resort to any violent behavior etc with public or employees of buyer organization or other employees of the service provider	No instance	Replacement of the faulty personnel and Rs 500/- fine on the service provider.	Replacement of the faulty personnel and Rs 1000/- fine on the service provider.
3	In case of resource/ personnel is absent or takes leave without informing or taking prior approval and if the service provider fails to provide a substitute	No instance	No penalty to the vendor for 1st two days of unauthorised absence of the deployed personnel.	Penalty will be imposed to the vendor from 3rd day onwards of unauthorised absence of the deployed personnel @ Rs 200/- per day .
4	In case of expiry of Valid license of service provider for performing the services	Service Provider/ Vendor have to renew the Labour License on or before the license expiry date. In case of failure to renew the license well within the time frame, Penalty @Rs 10000/- per week/part of the week shall be imposed on the vendor.		
5	Delay in payment of remuneration / Wages to the personnel by the service provider, Delay in deposit of EPF and ESI ( Both employee and employer share)	Rs 500/- Penalty per personnel per default per day		

6	In case of violation of Minimum Wages Act, Contract Labour Act etc. as applicable from time to time applicable for the services	Penalty of Rs 500/- per security personnel (in addition to termination of the Contract and all responsibility on account of violation of contract shall be the responsibility of the service provider.
7	Cumulative Penalty	Cumulative Penalty shall not exceed 0.25% of the total value of the contract and in case Penalty imposed on the vendor exceeds 0.25% of the contract value, contract is liable to be terminated. Subsequently the service provider shall be blacklisted for submitting any tender on Gem Portal.

**Option Clause:** The buyer can increase or decrease the contract quantity upto 25 percent at the time of issue of contract. However, once the contract is issued, contract quantity can only be increased upto 25 percent. Bidders are bound to accept the revised quantity.

## 2. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

## 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**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

LIC OF INDIA  
payable at  
JAMMU

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 5. **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

LIC OF INDIA  
payable at  
JAMMU

. 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.

## Disclaimer/अस्वीकरण

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.

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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

**---Thank You/धन्यवाद---**