

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-02-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-02-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Youth Affairs And Sports
विभाग का नाम/Department Name	Department Of Sports
संगठन का नाम/Organisation Name	Sports Authority Of India (sai)
कार्यालय का नाम/Office Name	New Delhi
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Fixed Remuneration - Sports Science Department; Sports Science Assistant; As per RFP , Manpower Outsourcing Services - Fixed Remuneration - Sports Science Department; Masseur/Masseuse; As per RFP
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)	70 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
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes   Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for 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	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
न्यूनतम मूल्य/Floor Price	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.
अनुमानित बिड मूल्य /Estimated Bid Value	2354142
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**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	50000

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

**लाभार्थी / Beneficiary :**

Secretary, SAI  
New Delhi, Department of Sports, Sports Authority of India (SAI), Ministry of Youth Affairs and Sports  
(Secretary Sai)

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
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. 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.
2. 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.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /

Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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.

6. 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.

7. 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

### Manpower Outsourcing Services - Fixed Remuneration - Sports Science Department; Sports Science Assistant; As Per RFP ( 3 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Function	Sports Science Department
List of Profiles	Sports Science Assistant
Educational Qualification	As per RFP
Specialization	As per RFP
Post Graduation	Optional
Specialization for PG	As per RFP
Experience	As per RFP
State	NA

विवरण/ Specification	मूल्य/ Values
District	NA
Zipcode	NA
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	Delhi
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowance 1	0
Title for Optional Allowance 2	0
Title for Optional Allowance 3	0
Designation	Sports Science Assistant

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
कोर / Core	3.85

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Tamas Sethi	110044,DR. KSSR SHOOTING RANGE, Suraj Kund Rd, Tughlakabad, New Delhi, Delhi 110044	3	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 42000</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EDLI (INR Monthly) : 0</li> <li>• EPF Admin Charges (INR Monthly) : 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>• Optional Allowances 1 (INR Monthly) : 0</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 0</li> <li>• ESI (INR Monthly) : 0</li> <li>• Tenure/ Duration of Employment (In Months) : 12</li> </ul>

**Manpower Outsourcing Services - Fixed Remuneration - Sports Science Department; Masseur/Masseuse; As Per RFP ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Function	Sports Science Department
List of Profiles	Masseur/Masseuse
Educational Qualification	As per RFP
Specialization	As per RFP
Post Graduation	Optional

विवरण/ Specification	मूल्य/ Values
Specialization for PG	As per RFP
Experience	As per RFP
State	NA
District	NA
Zipcode	NA
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	Delhi
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Designation	Masseur/Masseuse
Title for Optional Allowance 1	0
Title for Optional Allowance 2	0
Title for Optional Allowance 3	0

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
कोर / Core	3.85

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Tamas Sethi	110044,DR. KSSR SHOOTING RANGE, Suraj Kund Rd, Tughlakabad, New Delhi, Delhi 110044	1	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 35000</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EDLI (INR Monthly) : 0</li> <li>• EPF Admin Charges (INR Monthly) : 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>• Optional Allowances 1 (INR Monthly) : 0</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 0</li> <li>• ESI (INR Monthly) : 0</li> <li>• Tenure/ Duration of Employment (In Months) : 12</li> </ul>

## 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The bidder must satisfy the following eligibility criteria

S. N	Criteria	Documentary Evidence Required
1.	Bidder should be a registered legal entity recognised under the legal statute of the country including any Company, Partnership firm s/LLP for last 3 years on the date of bid submission. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status	Copy of Incorporation Certificate, Partnership Deed etc. + Copy of Registration Certificates with the GST & IT (PAN) Authorities
2.	EMD Amount (Earnest Money Deposit) of Rs 50,000	Scanned Copy of Proof of Submission of EMD
3.	<p>Bidder should have an Average Annual Turnover of Rs. 70,00,000/- in the last 3 audited Financial Years ending 31st March 2025.</p> <p>Note: In case audit of the firm is pending for the FY 2024-25, provisional accounts certified by CA will be considered. In case of non-availability of provisional accounts, annual turnover of 2021-22 will be accepted for evaluation. Audited accounts and Report prior to 2021-22 will not be accepted.</p>	Statutory Auditors/ Chartered Accountant certificate. Balance Sheet and Profit and Loss Account for the last three financial years.
4.	<p>The bidder must have the completed satisfactorily providing similar service in the last three years to government departments/ autonomous bodies/ PSUs as follows:</p> <ol style="list-style-type: none"> <li>1. Three similar completed services costing not less than the amount equal to Rs.9.41 Lakh or</li> <li>2. Two similar completed services costing not less than the amount equal to Rs.11.77 Lakh</li> <li>3. One similar completed service costing not less than the amount equal to Rs.18.83 Lakh.</li> </ol> <p>Similar Service shall mean deployment of manpower services.</p>	<p>The requisite order (s) along with satisfactory completion certificates issued by relevant authority.</p> <p>In case the Experience/ Work Completion Certificate is not available; the bidder should submit a copy of the Work Order + payment proof of client to the extent of project cost/ certification from CA certifying receipt of payment to the extent of the project cost received till bid submission end date.</p> <p><b>Note- The supply order/work order/award letter/contract copy will not be considered in lieu of the said certificate.</b></p>
5.	The bidder must have a registered Office in Delhi-NCR as on the bid submission date. Non-Availability of office in Delhi-NCR will lead to rejection of Bid.	Documentary proof including certification of incorporation/ GST/valid electricity bill / Lease or Rent agreement in the name of the bidder.
6.	Disclosure of Conflict of Interest	Enclose declaration in the format given in <b>ANNEXURE-B</b>
7.	Disclosure of Code of Integrity	Enclose details in the format given in <b>ANNEXURE-C</b>
8.	The bidders should not have been debarred/ blacklisted by any state/central government/ PSUs	Enclose blacklisting declaration in the format given in <b>ANNEXURE-D</b>
9.	Self-Declaration Certificate for Local Content	Enclose Self-Declaration Certificate for Local Content in <b>ANNEXURE-E</b>
10.	Declaration as per New GFR Clause, 144 (xi)	Enclose Declaration as per New GFR Clause, 144 (xi) in <b>ANNEXURE-F</b>
11.	Certificate of Registration of EPF and ESIC	Submit copy of valid Registration of EPF and ESIC
12.	Bank guarantee form for performance security	Enclose bank guarantee form for performance security in <b>Annexure-G</b>

Note: MSMEs (under relevant category) and verified Startups (under relevant field) will be given exemption only for criteria as mentioned at S. No. 2 and 3 above i.e. EMD/ Bid Security and turnover upon submission of required documents.

The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs. The Bid Security shall be furnished in one of the following forms:

- a) Account Payee Demand Draft
- b) Fixed Deposit Receipt
- c) Banker's cheque / Pay Order
- d) Bank Guarantee from any of the commercial banks (as per the format at ANNEXURE- G),
- e) NEFT transfer to "Secretary SAI, Union Bank of India Account No: 1085101000323 25, IFSC No. UBIN0810851."

(Bidder has to upload challan/proof along with Bid in GeM Portal)

- o The agency has to ensure that **salary is released to employees on or before the 2nd of every month**, irrespective of receipt of payment from SAI.

In case of first instance of delay in payment to any of its employees deployed by the agency in SAI beyond **3 working days**, a **non-refundable penalty of 0.25% of the monthly wage bill** shall be recovered from the agency for delay of **one week or part thereof**, upon credit of payment towards salary by SAI.

From the **second instance of delay**, SAI reserves the right to take further action.

- o SAI reserves the right to **terminate the contract with 24-hour notice**.
- o **Penalty:** In case the performance of the agency is not up to the mark in the view of SAI, SAI reserves the right to levy a **penalty of up to 10% of the monthly bill amount on the first instance**. Thereafter, SAI reserves the right to take action against the agency including **termination of contract with 24 hours' notice** and also to **debar the agency from participation in future tenders by SAI for a maximum period of two years**.
- o For all intents and purposes, the contracting agency shall be the **"Employer"** within the meaning of Labour Legislations in respect of manpower so employed and deployed in SAI. The persons deployed by the contracting agency shall **not have any claim of employer-employee relationship**, nor have any principal-agent relationship with or against SAI under any circumstances.
- o The contracting agency's personnel shall **not have any right to claim any benefit / compensation / absorption / regularization of services with SAI** under the provisions of the **Industrial Disputes Act, 1947** or the **Contract Labour (Regulation & Abolition) Act, 1970**. An undertaking to this effect shall be submitted by the contracting agency to this office.
- o The contracting agency shall be responsible for **compliance of all statutory provisions**, including but not limited to **Minimum Wages, Bonus, Employees Compensation, Provident Fund, Employees State Insurance, Maternity Benefits, Contract Labour (R&A) Act, 1970**, etc., in respect of the personnel deployed by it in SAI.
- o The contracting agency shall be liable for **depositing all taxes, levies, cess, etc.**, on account of services rendered by it to SAI with the concerned tax collection authorities from time to time, as per extant rules and regulations.
- o In case the contracting agency fails to comply with any statutory / tax liability under appropriate law, and as a result thereof SAI is put to any loss / obligation, monetary or otherwise, **SAI shall deduct the same from the monthly bills and/or Performance Security Deposit of the agency**, to the extent of such loss or obligation in monetary terms.
- o The contracting agency shall be responsible for **all acts of commission and omission** on the part

of the manpower engaged for the purpose. SAI shall not be responsible in any manner whatsoever in matters of **accident / injury / death / health** etc., of the agency's employees performing duties under the contract.

- The contracting agency shall be **solely responsible for redressal of grievances / resolution of disputes** relating to persons deployed. SAI shall, in no way, be responsible for settlement of such issues whatsoever.
- In case of termination of the contract on its expiry or otherwise, the persons deployed by the contracting agency shall **not be entitled to any claim for absorption or relaxation**. The persons deployed shall remain employees of the agency for all purposes and shall **not claim any right or privilege against SAI**.

### 3. 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---**