

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-02-2026 09:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-02-2026 09:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	150 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Civil Aviation
विभाग का नाम/Department Name	Aai Cargo Logistics And Allied Services Co Ltd
संगठन का नाम/Organisation Name	Aaiclas
कार्यालय का नाम/Office Name	Chq
वस्तु श्रेणी /Item Category	Customized AMC/CMC for Pre-owned Products - Forklifts; OM-Kion; Annual Maintenance Contract (AMC); Daily; Yes
अनुबंध अवधि /Contract Period	3 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	28 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	27271150
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	545423

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। 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।/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 :

Chennai Airport
AAI Cargo Logistics and Allied Services Co Ltd, AAICLAS.
(Chennai Airport)

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. 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.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

BOQ - [1769167151.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Product/Equipment Details:[1769167267.pdf](#)

Scope of Work:[1769167290.pdf](#)

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:[1769167402.pdf](#)

Customized AMC/CMC For Pre-owned Products - Forklifts; OM-Kion; Annual Maintenance Contract (AMC); Daily; Yes (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product category	Forklifts
Product Brand	OM-Kion
Type of service	Annual Maintenance Contract (AMC)
Preventive Maintenance Frequency	Daily
Manpower Required	Yes

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	

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 दस्तावेज /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 / Quantity of product/ equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Poola Anwar Hussain	600027,Integrated Air Cargo Complex, Chennai International Airport, Great Southern Trunk Road, Meenambakkam, Chennai	1	<ul style="list-style-type: none"> Number of months within the contract period for which service is required : 36

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

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

3. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

4. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

5. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

6. **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.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Scope of Work

The Scope of work covers the following items: -

a) Providing maintenance services of OM-Kion/Voltas make Forklifts of different capacities.

b) Providing all maintenance services such as day to day maintenance services, scheduled maintenance, preventive maintenance, breakdown maintenance, general cleaning of all Forklifts as per maintenance schedule specified & other works as instructed by Engineer-In-Charge.

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(c) The contractor should depute the persons as per the qualifications mentioned in clause 4.1 (v) for maintenance works. Each shift should be covered with Highly skilled, Skilled, Unskilled persons as required as per Appendix-D.

(d) The timings of Repair & Maintenance of Forklifts shall be decided by Work-in-Charge from time to time depending upon operational requirement.

(e) Co-ordination with all departments of AAICLAS and any other agency / firm to maintain the operational area at AAICLAS, Chennai Airport as per requirement and also not to damage any AAICLAS property.

(f) Any other work as specified and instructed by Work-in-Charge.

(g) AAICLAS reserves the right to carry-out any part of work covered in the contract and in such cases the decision of work-in-charge will be final and binding on the Contractor.

(h) The Contractor should adhere to the instructions of Work-in-Charge/ Engineer-in-Charge / A SG-CISF or its authorized personnel.

(i) The work on day-to-day basis shall be supervised/monitored by officials of AAICLAS/AAI or it

s authorized personnel so as to ensure safe Material Handling Equipment operations and provide assistance for maintenance of Forklifts.

(j) The Contractor shall carry out the work strictly as per the specification and schedule of work (quality and quantity), failing which AAICLAS shall be empowered to carry out such works (after serving notices in this regard) through any other agency at the risk & cost of the Contractor. The decision of Work-in-Charge shall be final and binding on the Contractor in this regard.

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(k) Meeting the requirement of Labour Regulations / Registration / Labour License/ Local Laws / Bye-laws etc.

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(l) Should not cause any hindrance to safe Cargo/ Aircraft operations.

Minimum Requirement/ Qualification(s)

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The contractor should depute the persons as per the qualification given below for maintenance works. Each shift should be covered with Highly skilled, Skilled, Unskilled persons as required as per Annexure-E.

(i) Highly skilled manpower (Supervisor) - shall be Diploma in Mechanical Engineering/ Automobile/ Mechatronics holders with 05 years' experience/Graduate in Mechanical Engineering/ Automobile/ Mechatronics with 02 years' experience or ITI Holders with 10 years' experience for supervision of manpower & works.

(ii) Skilled manpower - shall be I.T.I. holder in motor Mechanic/ Electrical/Fitter/Welder with 5 Years' experience.

(iii) Semi-Skilled manpower - shall be I.T.I. holder in motor Mechanic/ Electrical/Fitter/Welder with 3 Years' experience.

(iv) Unskilled manpower- Shall be min. ITI fresher/VIII th Class pass & shall have basic knowledge of similar motor Mechanic/Electrical works.

(v) In case of absence of staff from duty recovery will be made by the department at the following rates, which shall be binding on the contractor.

As per Govt. of Tamilnadu /Govt. of India wages whichever is higher.

Skilled High

Semi-Skilled
Un-Skilled

ly Sk
illed

(vi) But apart from daily wages, an amount of Rs. 100/- shall be recovered from the agency per person per shift for absenteeism of any Manpower as a penalty.

(vii) The EIC has full rights to instruct the agency to expel/ replace the person with the regular habit of taking unauthorized leaves frequently or continuously absent without proper justification, which may impact the morale of co-workers.

(viii) If any worker engaged is found to be not suitable for the position, the Contractor has to remove the person from the site immediately and has to depute his substitute. The decision of Work-in-charge shall be final and binding to the Contractor in this regard.

(ix) In case of leave of any Manpower, a substitute has to be arranged by the Contractor who has got the required qualification and adequate experience.

Uniform

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The contractor/ agency has to provide every year during the currency of the contract 3 sets of uniforms/2 sets of dungaree, 2 pairs of shoes & 2 pair of socks, and 01 set of raincoats for his staff of approved colour during the contract period, (within one month from the date of award) failing which, AAICLAS recover an amount of Rs. 200/- per person per week till the compliance of the same from the contractors running/final bill, In the event of non-compliance of wearing uniform & shoes by workers on daily basis a recovery of Rs. 50/-per day per person shall be made from running bills. The workers should wear a badge on the left pocket of the shirt mentioning the company's name.

Wages

The contractor has to discharge all the obligations as provided under various statutory enactment including the EPF/ ESI/ Contract Labour (Regulation and abolition)/ Minimum Wages / Payment of Wages / Payment of Bonus /Payment of Gratuity / Workmen's compensation / Works Contract and other relevant Acts, Rules and Regulations in force and as amended from time to time in the State, as applicable.

The engagement and employment of workers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be violation of this contract. AAICLAS may ask the contractor to produce documents to verify that these provisions/laws are complied by the contractor.

The contractor has to follow the local security/safety rules & regulations and such instructions on restricted hours of work as may be imposed on him by the department / local authorities while working in security-restricted zones and no claim whatsoever on account of this will be entertained.

The Contractor has to deploy their staff to run the Forklifts on all days (365 days) including Sundays and Gazetted holidays in shift as per BOQ on provision of requisite spares for which nothing extra shall be paid.

The contractor has to submit the details of staff such as, qualification documents and experience letters of the staff, the CV and passport size coloured photograph along with copy of police verification (not older than six months on the date of start of work) before engaging them on work. All the documents should be self-attested by each worker and signed and stamped by the contractor/agency. The decision of the Engineer-in-Charge, to accept or reject any candidate on the basis of lack of experience, qualification, lack of skills required for job, will be final and binding on the Agency.

The manpower shall be categorised under “Supervisor” for Highly Skilled, “Mechanic Class-I” for Skilled, “Mechanic Class-II” for Semi-Skilled and “Helper ” for Un-Skilled as notified by the Labour department, Tamil Nadu Govt. As per the order No. Go.No (2D) No.94 dated 07/11/2022 issued by the Ministry of Labour & Employment, Government of India, the minimum rates of wages showing the basic rates and Variable Dearness Allowances payable w.e.f 01.04.2025 will be as under:-

Sl. No.	Category of Manpower	Category of Worker (BASIC)	Category of Worker (VDA)	Rates of wages per day
				'A' Area
1.	Highly Skilled (Supervisor)	640.50	489.60	Rs. 1,130.10
2.	Skilled (Technician)	622.50	489.60	Rs. 1,112.10
3.	Semi-Skilled (Technician-II)	603.00	489.60	Rs. 1,092.60
4.	Unskilled (Helper)	560.00	489.60	Rs. 1,049.60

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Note:

The category of worker for Variable Dearness Allowances payable w.e.f 01.04.2025 will be “CONSTRUCTION OR MAINTENANCE OF ROADS OR IN BUILDING OPERATIONS”.

Reimbursement

Currently as per the order No. Go.No (2D) No.94 dated 07/11/2022 issued by the Ministry of Labour & Employment, Government of Tamil Nadu, the minimum rates of wages showing the basic rates and Variable Dearness Allowances payable w.e.f 01.04.2025.

On revision of Minimum Wages by the Ministry of Labour & Employment, Government of Tamil Nadu, the difference in Minimum Wages to Workmen plus difference of mandatory contribution by Contractor towards EPF, due to increase in Minimum Wages will be reimbursed to the Contractor on submission of documentary evidence. However, no additional amount such as Contractor's premium/profit will be paid on this reimbursement. PF, ESI & Bonus amount paid as per the statutory norms by the contractor shall be reimbursed on actual basis throughout the contract period on submission of the documentary evidence in next bill or after the final bill.

Penalty Clause

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No total Breakdown is acceptable even after provision of requisite spares excluding major works such as Engine Overhauling, Transmission Overhauling, in case of total Breakdown due to negligence of the contractor or his workmen, suitable recovery proposed by the Engineer-in-Charge shall be imposed which will be Final and binding on the contractor. Special care is required in attending to the faults in the equipment where no standby is available.

Note: - In any case, the total penalty at any point of time on account of any or all the categories put together shall not exceed 15 % of the total contract value per month.

If any equipment damaged due to the negligence of the manpower, the agency shall repair the same, and nothing extra shall be paid on this account by the AAICLAS.

Once the total penalty reaches this limit, the contract shall be liable for review / rescind as per the provisions of the contract agreement and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

Any non-compliance of provisions of the contract including non-compliances that directly affect the operations of Cargo operations, will attract penalties as given below:

(i) Manpower in an intoxicated state: If any deputed manpower is found to be in intoxicated, he shall be removed from duty immediately and shall never be deployed again under this contract. Replacement manpower shall be provided immediately within 01 (One) day failing which, the levy of penalty as per instructions of EIC/WIC will be affected.

(ii) If manpower deployed for duty in the operational area of cargo premises is not permitted for entry in the operational area due to non-availability / non-renewal of Cargo Entry Permit (CEP) it will be considered as non-deployment of manpower and will be dealt accordingly. Non-availability will be treated as absence and a penalty on a pro-rata basis along with Rs.500/- per day per person shall be levied to the contractor.

(iii) The decision of General Manager, AAICLAS, Chennai Airport in this regard shall be final and binding on the contractor.

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---