बिड संख्या/Bid Number: GEM/2026/B/8164620

दिनांक /Dated: 30-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-11-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-11-2026 13:00:00
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 Finance
विभाग का नाम/Department Name	Department Of Economic Affairs
संगठन का नाम/Organisation Name	Security Printing And Minting Corporation Of India Limited (spmcil)
कार्यालय का नाम/Office Name	3rd Floor Tower G World Trade Centre Nauroji Nagar
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :ram.sahai@gov.in Buyer Email id: nayana.laul@spmcil.com
वस्तु श्रेणी /Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Watch and Ward
अनुबंध अवधि /Contract Period	2 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
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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid

बिड विवरण/Bid Details	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	Indusind bank
ईएमडी राशि/EMD Amount	386000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Indusind bank
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ 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.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :
Chief General Manager
INDIA GOVERNMENT MINT, SHAHID BHAGATSINGH ROAD, FORT, MUMBAI-400001
(India Govt. Mint, Mumbai)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope Of Work For the Service:1792046180.pdf

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Watch And Ward (22)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Watch and Ward
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 50 years
Years of Experience	0 – 3 years
Additional Requirements for the Security Personnel	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	Maharashtra
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title For Optional Allowances 2	0
Title For Optional Allowances 1	0
Title For Optional Allowances 3	0

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Harshit Madan	400001,India Govt Mint, Shahid Bhagat Singh Marg Fort Mumbai , Maharashtra - 400001 India	22	• Tenure/ Duration of Employment (in months) : 24.1153 • Basic Pay (Minimum daily wage) : 1024 • Provident Fund (INR per day) : 115.38 • EDLI (INR per day) : 4.81 • ESI (INR per day) : 0 • EPF Admin charge (INR per day) : 4.81 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0 • Number of 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 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Forms of EMD and PBG**

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

INDIA GOVERNMENT MINT, MUMBAI (UNIT OF SPMCIL) COLLECTION A/C
payable at
Mumbai
.
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.

3. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker’s Cheque in favour of

INDIA GOVERNMENT MINT, MUMBAI (UNIT OF SPMCIL) COLLECTION A/C
payable at
Mumbai
.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

INDIA GOVERNMENT MINT, MUMBAI (UNIT OF SPMCIL) COLLECTION A/C
Account No.
201003551159
IFSC Code
INDB0000033
Bank Name
INDUSIND BANK LIMITED
Branch address
Fort Branch, Premises No.1 Ground Floor, Sonawala Bldg57,Mumbai Samachar Marg Fort, MUMBAI-400001
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

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

INDIA GOVERNMENT MINT, MUMBAI (UNIT OF SPMCIL) COLLECTION A/C
payable at
Mumbai
. 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.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

INDIA GOVERNMENT MINT, MUMBAI (UNIT OF SPMCIL) COLLECTION A/C
Account No.
201003551159
IFSC Code
INDB0000033
Bank Name
INDUSIND BANK LIMITED
Branch address
Fort Branch, Premises No.1 Ground Floor, Sonawala Bldg57,Mumbai Samachar Marg Fort, MUMBAI-400001
. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

I. Qualification/ Eligibility Criteria:

The bidder should meet the following qualification criteria

1. **: Experience & Past Performance**

The Bidder should have experience of having successfully supplied the Manpower service of 5,518 man days in any one of the last five years ending on 31.03.2026.

2. **Capability - Equipment & Facilities:-**

The Bidder firm must have capability to provide the Manpower services.

3**. Financial Standing:-**

i. The average annual financial turnover of the bidder firm (manufacturer or principal of authorised dealer) during the last three years, ending on 31.03.2026 should be at least Rs. 77,24,951/- as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India.

ii. The net worth of the Bidder Firm should not be negative on 31.03.2026 and also should not have eroded by more than 30% in the last three years, ending on 31.03.2026.

Note for Bidders:

i. For MSE & start up (registered for the tendered items all financial criteria shall be exempted. However its capacity & capability may be verified (if necessary) by the IGM, Mumbai.

ii. 'Doctrine of Substantial Compliance': The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

iii. Along with all the necessary documents/ certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/ equipment, within the specified time of completion, after meeting all their current commitments.

iv. Supporting documents submitted by the bidder must be certified as follows:

v. All copy of supply/ work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department; National Small Industries Corporation (NSIC); manufacturing licence, annual report, etc., in support of experience, past performance and capacity/ capability should be authenticated by the by the person authorised to sign the tender on behalf of the bidder.

vi. All financial standing data should be certified by certified accountants, for example, Chartered Acco

untants/ Cost Accountants in India and equivalent in relevant countries; and
vii. Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.

II. Undertaking :

i. Undertaking for acceptance of all the terms and conditions of the GeM Bid including Buyer Added Bid Specific Terms and conditions without any deviation to be submitted duly sealed and signed.

ii. Undertaking of declaration that the bidder is not blacklisted/debarred for dealing by Department of Expenditure or Ministry of Finance or SPMCIL or India Govt. Mint, Mumbai.

iii. Undertaking toward compliance of, border sharing criteria as per guidelines issued by Government of India (vide letter no.F.No.6/18/2019-PPD dated 23rd/24th July 2020 or any further amendments thereof).

iv. Undertaking of declaration acceptances of GIT & GCC. Please CLICK the link for further details

1 https://spmcil.com/uploaddocument/GIT3.0.pdf
2 https://spmcil.com/uploaddocument/GCC3.0.pdf

III. Option Clause: "The Purchaser reserves the right to increase/decrease the ordered quantity by up to 25% at any time, till final delivery date of the contract (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period (or the extended delivery period of the contract)".

IV. **Evaluation of Bids**: The Total Price quoted by the firm shall be considered for evaluation & to decide L1-bidder.

V. Payment Terms: On Monthly basis.

VI. Performance Security Deposit: 5% of order value.
Note: Before issue of order on GeM on successful firm 'Notification of Award of contract' will be issued on firm duly requesting to deposit the performance security within 15 days (as per GeM).

VII. <u>Bid Specific Additional Terms and Conditions:</u>
The agency must have a PSARA (Private Security Agency Regulation Act) license to operate legally according to the Mumbai Private Security Agencies (Regulation) Rules, 2017.

General Terms & Conditions
1. All Terms & Conditions shall be as per the GeM Service Level Agreement.

2. The agency shall have its personnel examined and medically checked prior to their deployment. Any person found medically unfit shall not bedeployed.

3. The personnel - 22 Nos.
• shall be between age 18 to 50 years.
• should present themselves for duty in neat & clean dress. They will wear proper uniform without pocket as approved by I.G.Mint, Mumbai with name plate to be provided by the manpower supplier firm, failing which wages of that day is liable to be deducted.
• should be polite, obedient and courteous.
• shall not mix or establish any contacts with IGM's employees or do any undue favour or any private work other than their normal duties assigned during the workings hours.
• shall not disturb the IGM's employees and/or use undesirable and abusive language while dealing wit

h them. If any such incident is reported, the agency shall be held fully responsible for its consequence s.
• shall not make any sort of noise including shouting of slogans etc. or take part in any type of agitatio n in the IGM, Mumbai's premises.
• shall not enter into any unlawful activity within the IGM, Mumbai's premises
• shall have good moral character & conduct.
• shall not accept any tips from IGM's employees/visitors otherwise he/she shall be removed from the premises and not allowed to work from the date of such an incident.

4. It is mandatory that the contractor's employees must be paid through
online bank transfer only.

5. The Agency/ Firm –
• has to ensure the payment of Minimum wages under payment of wages act issued by GOI, Ministry o f Labour & employment office and other statutory obligations such as PF & ESI etc. to its deployed em ployees. (As on date and revised from time to time).
• should be registered under P.F, ESI, GST, Service Tax Act and the copies of certificates should be enc losed accordingly.
• shall have their representatives accessible either by person or by phone during or after office hours. Representatives of the agency will attend or report to HR Dept. immediately, as and when directed. Th ey will personally attend any meeting or discussions as per instructions from IGM, Mumbai.
• shall supervise the work for satisfactory performance of all their personnel under the contract.
• must allow inspection and checking of all their statutory records by IGM, Mumbai.
• must pay wages on time as per new labour codes. Penalty will be imposed on delayed payment @ R s.100/- per day per person for default period, subject to maximum of 1 percent of the Monthly Bill valu e in first instance, 2 percent of the Monthly Bill value in second instance and 3 percent in case of third instance and beyond instance.
Levy of penalty does not abrogate contractor from his responsibility for disbursement of wages as per new labour codes. Buyer will not be liable for any damage or compensation payable.
• shall immediately remove its employee and replace with proper employee, on being informed by the Mint Management if his/her conduct is found to be objectionable or for security reasons.

6. In case of any loss or theft, it shall be made good by the agency and failure on the part of the contra ctor/agency part to do so within a period of 30 days, the loss shall be made good by the encashment o f bank guarantees, and if the amount of loss or damage exceed the amount of bank guarantee then re maining amount shall be recovered from amount standing due and payable to the contractor/agency.

7. In case of short deployment of the Agency, the contractor shall be liable for a penalty which may ex tend up to Rs. 5000/- Per month. If short deployment of manpower is below than 90% of Present days out of total working days per month this clause may applicable.

8. The bidder should quote the rates for the services of personnel and his service commission separately. The payment will be made for the number of working days worked in a given month. Condi tional offers are liable for rejection.

9. Payment will be made to the firm/agency as per Face Recognition/Biometric based Attendance Man agement System of the Outsourced employees and Consultants engaged in the units.

10. The Service provider shall be responsible for ensuring compliance with the provisions related to La bour Law [Central/State] and specially Minimum Wages Act, Payment of Wages, Employees Provident Fund, ESI Act, Payment of Bonus Act, Contract Labour[R&A], Workmen Compensation Act, etc. as new labour codes applicable from time to time. The Service Provider will comply all statutory provisions of l

aw, rules and regulations of Act and keep this office informed about any amendment in the law from ti me to time.

11. The service providers person shall not claim any benefit/ compensation/ absorption/ regularization of services from/in this office under the provision of new labour codes Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall b e submitted by the service provider to this office.

12. The service providers personnel shall not divulge or disclose to any person, any details of office, o perational process, technical know-how, security arrangements and administrative/organizational mat ters as all are of confidential/secret nature

13. The service providers personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of perso ns deployed by him. The agency shall be bound to prohibit and prevent any of their employees from b eing intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer In charge upon any matter arising under the clause shall be final and binding on the agency.

14. The persons supplied by the Agency should not have any Police records/criminal cases against the m. The Service Provider should make adequate enquiries about the character and antecedents of the p ersons whom they are recommending and provide police verification of all deployed personnel.

15. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.

16. The vendor shall indemnify Buyer against all third party claims of infringement of any rights arising from the use of the supplied items and related services or any part thereof.

17. Buyer stands indemnified from any claims that the Vendor's manpower may opt to have towards t he discharge of their duties in the fulfilment of the contract.

18. Buyer also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the Vendor's manpower while discharging their duty towards fulfilment of the contract.

19. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in par t, nor enter any subcontract to perform any portion of this Contract. The Service Provider shall be resp onsible and liable to deliver the services as per the contract.

20. The Service Provider shall be required to keep the Buyer updated about the change of address, ch ange of the Management etc. from time to time

21. The Service Provider shall furnish the following documents in respect of the manpower deployed b y them to Buyer's premise/ designated premise in the given time limit:
a. List of persons deployed (monthly)
b. Biodata/ resume with antecedents' details (at the time of deployment)
c. Copy of Aadhaar Card of the candidates (at the time of deployment)
d. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
e. Identity proof and residential proof (at the time of deployment)
f. Copy of police verification certificate (at the time of deployment)
g. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
h. Details of PF Account Number of resources
i. Copy of appointment letter by the firm to contract labour.

22. The attendance of the manpower shall be ensured by the Vendor and shall be duly certified and su bmitted to IGMM on or before 1st of every month.

23. The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.

24. The persons deployed shall treat as confidential all data and information received from the Buyer a nd obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider. In view of this, t he persons deployed may be required to sign a non-disclosure agreement, if necessary and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.

25. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of dif ferent Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provide r shall not have any claim whatsoever like employer and employee relationship against the Buyer.

26. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The B uyer Department shall not be responsible for any financial loss or any
injury to any person deployed by the Service Provider during their performing the functions/duties, or f or payment towards any compensation

27. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disput es relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issue s whatsoever.

28. Working Hours: The services are required for six days in a week, 48 hours working in a week, 8 hou rs in a day excluding lunch Hours. However, the duty time will be intimated at the time of joining and t he defined time may be changed as per the requirement of India Govt. Mint, Mumbai.

29. In case of any loss or theft, it shall be made good by the agency and failure on the part of the Servi ce Provider/agency part to do so within a period of 30 days, the loss shall be made good by the encash ment of bank guarantees, and if the amount of loss or damage exceed the amount of bank guarantee t hen remaining amount shall be recovered form amount standing due and payable to the Service Provi der/agency.

30. Late Deployment, Short Deployment and Late Payment Penalty:
a. Late Deployment: if the Total No. of Manpower is not deployed from First Day of Start of Contract, th en a Penalty of Rs 1000/- per day shall be levied till the Total No. of Manpower is deployed.
b. Short Deployment: In case of short deployment by the Agency, the Service Provider shall be liable f or a penalty of 1% on Monthly Bill for First Instance, 2% of Monthly Bill for 2nd Instance and 3% of Mon thly Bill for 3rd Instance onward. If short deployment of manpower is below than 90% of Present days out of total working days per month this clause may applicable.
c. Late Payment of Wages: The wages of every person deployed shall be paid before expiry of the seve nth day after the last day wage-period in respect of which the wages are payable. If wages are not pai d by 7th, as applicable, a Penalty of Rs 100/- per person per day shall be levied in the first instance, w hich shall be increased to Rs 200/- per person per day in the second instance and to Rs 300/- per pers on per day for third instance and thereafter.

Also Note:
1. Vendor has to adhere to rules and regulations and timings of
I.G.Mint, Mumbai, which is being a security sensitive organization.

2. I.G.Mint, Mumbai, is not responsible for any injury accident caused to contractor or any person appointed by him to carry out the job/project.

Contractor has to abide by the terms and conditions of the SPMCIL SOP for Performance Certification of Manpower hiring services.

Statutory Compliance of Labour Laws

Contractors shall strictly abide by and ensure compliance with the following:

A) The Contract Labour (Regulation & Abolition) Act, 1970 and The Contract Labour (Regulation & Abolition) Central Rules, 1971/ Occupational Safety, Health and Working Conditions Code, 2020 and Occupational Safety, Health and Working Conditions (Central Rules), 2025 as per new labour codes.

i. License / Renewal of License
a. The Contractor who proposes to deploy 20 or more contract labour on any day shall be issued "Form-III-Form of Certificate by Principal Employer" by IGMM as provided under Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017
prior to such deployment.

b. In such cases, the Contractor shall apply with Licensing Officer (Central) in "Form II-Application for License / Renewal of License" in Shram Suvidha Portal and arrange to obtain a valid "License in Form VI " under the Provisions of The Contract Labour (Regulation & Abolition) Act, 1970 and The Contract Labour (Regulation & Abolition) Central Rules, 1971.

c. The Contractor shall apply to the Licensing Officer in "Form II Application for License / Renewal of License" for renewal of the licence in less than thirty days before the date on which the Licence expires as per Rule 29 of The Contract Labour (Regulation & Abolition) Central Rules, 1971.

d. Contractor to whom the Act applies, shall not execute / undertake any work through contract labour except with a valid License issued by Licensing Officer. A copy of such License / Renewal of License / Amendment of License so obtained by the Contractor shall be submitted with IGMM.

e. The number of contract labour employed by the Contractor in the establishment shall not, on any day, exceed the maximum number specified in the License.

f. The Contractor shall prominently display a copy of License at the premises where the contract work is being carried on.

g. The Contractor shall at all times comply with the conditions of License granted by Licensing Officer. In the event of any breach of conditions License Contractor shall be solely responsible.

ii. Employment Card
• The Contractor shall issue to each of his contract labour within three days of the employment of the contract labour, an "Employment Card in Form XII" in triplicate as provided under Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017 and as per Rule 76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971.

• The Contractor shall ensure that the original copy of Employment Card with duly affixed seal and signature of the Employer i.e., the Contractor, is handed over to respective contract labour, and the original acknowledged hard-copy of the Employment Card is submitted with IGMM.

• The Contactor shall be at liberty to issue and produce acknowledged copy of Appointment Letter, if h e so desires in addition to issuance of Employment Card.

iv. Combined Registers
• The Contractor shall maintain combined registers as prescribed under Ease of Compliance to Maintai n Registers under various Labour Law Rules 2017 towards compliance under the Applicable Acts.

a. "Employee Register in Form A" as provided under Ease of Compliance to Maintain Registers under v arious Labour Law Rules 2017.

b. "Wage Register in Form B" as provided under Ease of Compliance to Maintain Registers under vario us Labour Law Rules 2017.

• The Contractor shall be responsible for payment of wages to each worker employed by him as contra ct labour and as such wages shall be paid before the expiry of 7th day of following wage month.

• In case the Contractor fails to make payment of wages within the prescribed period or makes short p ayment, then the Principal Employer / IGMM shall be at liberty to invoke Section 21(4) of The Contract Labour (Regulation & Abolition) Act, 1970 and further action including termination may be taken as pe r terms and condition of the contract.

c. "Register of Loan/Recoveries in Form C" as provided under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017.

Where no deduction or fine has been imposed during any wage period, a ‘nil’ entry shall be made acro ss the body of the register at the end of the wage period indicating also in precise terms the wage peri od to which the ‘nil’ entry relates, in Form C Register of Loan/Recoveries.

d. "Attendance Register in Form D" as provided under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017.

• The Contractor shall arrange to update the correct and exact In/Out time in the "Attendance Register in Form D" on real-time basis, i.e., as and when the Manpower arrives at an establishment/Factory of I GMM or leaves it.
All the registers and other records shall be preserved by Contractor in original for a
period of three calendar years from the date of last entry therein.

The combined registers shall be in the Forms specified hereinabove and shall be maintained either ele ctronically or otherwise. Where any register referred above is maintained in electronic form, then, layo ut and presentation of the register may be adjusted without changing the integrity, serial number and contents of the columns of the register, but not otherwise.

It is clarified that the Contractor shall maintain compliance records in prescribed formats, either in bou nd book or electronic form but shall not maintain records in draft versions such as in excel, word, etc. or loose sheets.

v. Wage Slip
• The Contractor shall issue "Wage Slip in Form XIX" as per Rule 78(1)(b) of the Contract Labour (R&A) Central Rules, 1971 under his Seal and Signature, at least a day prior to the disbursement of wage to each of his Contract Labour and shall submit the duly acknowledged copy of Wage Slip in original to IG MM.

vi. Service Certificate

• On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated a "Service Certificate in Form XV" under his Seal and Signature. Contractor shall submit original acknowledged hard-copy of such Service Certificate with IGMM.

vii. Inspection
• All the registers, records and notices maintained under The Contract Labour (Regulation & Abolition) Act, 1970 and The Contract Labour (Regulation & Abolition) Central Rules, 1971 shall be produced by t he Contractor on demand before IGMM Officers or the Inspector or any statutory authority under the A ct or any person authorised in that behalf by the Central Government

B) The Employees' State Insurance Act, 1948 and The Employee's Compensation Act, 1923

• The Contractor shall ensure compliance with the provisions of The Employees' State Insurance Act, 1 948 and Schemes framed thereunder so as to ensure coverage of its employees drawing wages as defi ned under Section 2(22) of Act, 1948 not exceeding Rs. 21,000/-per month. This wage ceiling limit is s ubject to revision as may be notified by central government from time to time

Contractor shall obtain registration under ESIC having 17-digit unique identification number and shall ensure Employee Enrolment Procurement of Non-consultancy Services and Insured Person Mapping eit her with previously allotted ESI Number or registration as new employee including UAN Seeding, Aadh ar Seeding, generation of e-Pehchan card, etc.

Contribution Rate & Timeline
• Contractor shall contribute employers' share at the rate of 3.25% in respect of every employee and deduct employees' contribution at the rate of 0.75% from gross monthly wages and shall pay these co ntributions at the above specified rates to the ESI Corporation on or before 15th of the following wage month.

• The above rate of contribution is subject to revision as may be notified by central government from t ime to time

• If the contract labour deployed by contractors is drawing wages exceeding prescribed wage ceiling li mit under Employees' State Insurance Act, 1948 which is at present Rs. 21,000/- per month, in such e vent the Contractor shall cover its employees under the provisions of Employees' Compensation Act, 1 923 for the entire duration of contract including revision / renewal, if any.

• The above wage ceiling limit under The Employees' State Insurance Act, 1948 is subject to revision a s may be notified by central government from time to time

Contractor shall at his costs obtain an Insurance Policy under Employee's Compensation Act, 1923 cov ering its employees either in name or by no. of lives secured and renew or amend the same as the cas e may be from to time during the currency of contract. The policy shall be kept alive at all times during the periodicity of the contract.

• The Contractor shall not deploy its employees at the establishment / factory of IGMM without having obtained a valid insurance policy under the Employee's Compensation Act, 1923 wherever applicable.

The abovementioned policy obtained by the Contractor shall necessarily include the following details:

a. Name of the IGMM Factory/Establishment
b. Number of lives / Names of insured categorized as per their skill category
c. Wages earned by each category of employees of the Contractor
d. Title of Policy should specifically refer as Policy under Employee's Compensation Act, 1923

e. Periodicity / Validity Period of the Policy

• A copy of above referred policy, its amendment or renewal, as the case may be, shall be submitted b y the Contractor with IGMM, prior to commencement of job or as and when due upon production of whi ch the premium towards such policy will be reimbursed to the Contractor at actuals on one time basis.

C) The Employees' Provident Funds & Miscellaneous Provisions Act, 1952

Contractor shall obtain registration under EPFO and shall ensure Member Registration including its gen eration of Universal Account Number (UAN) for new employee or linking of pre-existing UAN for alread y covered employee, approval, completion, etc. and digital approval of KYC as mandated by EPFO from time to time.

ii. Contribution and Timeline

• The Contractor shall deduct 12% employees' contribution towards Employees' Provident Fund (A/c 1) and shall contribute 13% towards Employer's Contribution under Employees' Provident Fund (A/c 1), E mployees' Pension Scheme (A/c 10), Employees' Deposit Linked Insurance Scheme (A/c 21) and Admin Expenses (A/c 2).

• The Employees' 12% contribution towards Employees' Provident Fund (A/c 1) and Employer's 12% co ntribution towards Employees' Provident Fund (A/c 1) and / or Employees' Pension Scheme (A/c 10) sh all be on actual of Basic Wages, Dearness Allowance and Retaining Allowance, or Rs. 15,000/- whichev er is lesser. Under no circumstances Employer's Contribution shall exceed Rs. 1800/- per month.

• The Employer's 0.5% Contribution towards Employees' Deposit Linked Insurance Scheme (A/c 21) sh all be on actual on Basic Wages, Dearness Allowance and Retaining Allowance, if any or Rs. 15,000/- w hichever is lesser. Under no circumstances Employer's Contribution towards Employees' Deposit Linke d Insurance Scheme (A/c 21) shall exceed Rs. 75/- per month.

• The Employer's 0.5% Contribution towards Admin Expenses (A/c 2) shall be on actual on Basic Wage s, Dearness Allowance and Retaining Allowance, or Rs. 15,000/- whichever is lesser. Under no circumst ances Employer's Contribution shall exceed Rs. 75/- per month.

• The above referred rate of contributions is subject to revision as may be notified from time to time.

• The Contractor shall pay Employer's and Employees' Contribution on or before 15th day of following month through his Establishment Code registered with EPFO.

D) Code on Wages

i. Schedule of Employment

• The Contractor shall ensure payment of minimum rates of wages as per classification of cities and cl assification of workers in different categories to the Manpower deployed by him as declared by Central Government or State Government whichever is higher in line with Explanation (g) under Part-II of Notification dated 19/01/2017 of the Ministry of Labour and Employment for the scheduled employmen t of "Construction or Maintenance of Roads or Runways or in Building Operations including laying down Underground Electric, Wireless, Radio, Television, Telephone, Telegraph and Overseas Communication Cables and similar other underground Cabling Work, Electric Lines, Water Supply Lines and Sewerage Pipe Lines".

ii. Payment of Minimum Rates of Wages

• The Contractor shall pay minimum rates of wages to its employees for actual number of days worke

d irrespective of variation in working days in a week or month.

• This is to clarify that the minimum rates of wages include the wages for weekly day of rest and thus no extra payment of wages will be
applicable towards weekly day of rest.

iii. Classification of Workers and Cities
• The classification of workers under different categories will be same as in Part-I of the Notification, whereas classification of cities will be same as in the Part-II of the Notification dated 19/01/2017 of the Ministry of Labour and Employment. The above Notification and classification therein are subject to revision from time to time.

iv. Revision of Minimum Rates of Wages
• The Contractor shall be required to pay the differential of proportionate increase due to revision in the minimum rates of wages as notified by the Central or State Government, whichever is higher from time to time during the period of contract and said differential amount towards increase in Minimum Rates of Wages and consequential increase in statutory compliances thereon, will be reimbursed by IGMM subject to production of proof of such payments.

E) Code on Wages

i. Wage Period
• The wage period of employees engaged by Contractor shall not exceed one month.

ii. Time of Payment of Wages
• The Contractor shall pay wages to his employees on or before the expiry of 7/10 days, as applicable, after the last day of the wage period in respect of which wages are payable.

iii. Mode of Payment
• The Contractor shall make payment of wages and advances to its employees by crediting the wages in bank account of concerned contract labour(s). The payment of wages including advances in current coin or currency notes or by cheque or online wallets shall not be acceptable.

• In this regard, the contractor shall ensure that all of his manpower have a valid bank account in their name. It is to be noted that payment to the bank account of family member or relative, etc. shall not be acceptable.

iv. Deductions from wages
• The Contractor shall not make deduction of any kind from the wages of its employees except those authorised by or under the Payment of Wages Act, 1936. Further, for deductions, fines, recovery of advances, etc. Contractor shall at all times be governed by Sections 7 to 13 of the Payment of Wages Act, 1936.

• The Contractor shall ensure all the advance payment, deductions, fines levied, in a wage month, are properly recorded in the ‘Register of Loan/Recoveries in Form C’ as provided under the Ease of Compliance to Maintain Registers under various Labour Law Rules, 2017

The contractor shall before he commences his work on contract, display and correctly
maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English, Hindi and Marathi Languages giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information in Complianc

e with Minimum Wages Act/Rules, Payment of Wages Act/Rules and Contract Labour Act/Rules

All provisions of the Labour Codes as applicable shall be complied with strictly.
i. The Code on Wages, 2019
ii. The Occupational Safety, Health and Working Conditions Code, 2020
iii. The Code on Social Security, 2020
iv. The Industrial Relations Code, 2020

Documents to be submitted by the Agency/ contractor to HR department at various stages during the currency of the contract:

A. Immediately after issuance/receiving of Letter of Intent (LOI):
1. Details as required for issuance of FORM - VII (Notice of Commencement of Work)
2. Application for issuance of FORM –III (Form of Certificate by Principal Employer) for obtaining
2. Labour License from Licensing Authority for engaging 20 or more contract workers.
3. Copy of FORM - VI (License) application before commencement of work if 20 or more contract worke rs are engaged.
4. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Comm issioner.
5. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC / Employee Co mpensation Policy (wherever applicable)
6. Copy of Employment Card in FORM - XII issued to the Contract workers.
7. Contractor shall within 5 days of commencement of Work Order submit Form VII to ALC Mumbai Offi ce.

B. At the time of submission of monthly bills:
1. Copy of Wage Register in FORM – B (under The Ease of Compliance to Maintain Registers under vari ous Labour Laws Rules, 2017) duly certified by authorized representative of the contractor and authori sed person in IGMM.
2. Copy of bank statement duly certified by bank as proof of Cashless Transaction / Payment of wages through e-banking/ digital mode.
3. Copy of Separate eChallan/ ECR for the proof of Provident Fund contribution and ESI contribution de posit along with details of contract workers, PF account No. / ESI No., contributions of contract worker and employer etc. in respect of contract workers deployed by them in IGMM through this contract only .
4. Copy of the wage slip issued to the Contract Workers duly signed and sealed.
5. Total calculation sheets for wages & other social security heads etc.

C. Evaluation of Bill and Release of Payment:
Bill should be evaluated based on the actual payment released/ incurred under various heads of comp onents as stated above. The Contractor to submit a Statement duly signed to the effect and the cost a ctually incurred as per timeline.

D. At the time of closure of contract:
1. Copies of Service Certificate in FORM - VIII issued to the Contract workers
2. Copy of the Wage Register in FORM - B for the last month.
3. Copy of the ECR related to EPF and ESIC Compliance in respect of Contract Workers.
4. Details as required for issuance of FORM - VII (Notice of Completion of Work)
5. Contractor shall within 5 days of Completion of Work Order submit Form VII to ALC Mumbai Office.

E. DOCUMENTS TO BE SUBMITTED ON ANNUAL BASIS:
1. Half yearly returns submitted to concerned Regional Labour Commissioner under Contract Labour (R&A) Act, 1970.

VIII. The Bidder has to submit documents as per the following Check list as given below alo ng with the Technical bid Documents:

1	Documentary evidence towards **Qualification/ Eligibility Criteria as per Clau se I of Buyer Added Bid Specific ATC.** Documentary evidence towards **Fin ancial data i.e. audited Balance sheets and Profit & Loss account state ments** duly authenticated by a Chartered Accountant/Cost Accountant in India of last three financial years i.e. FY 2023-2024, FY 2024-2025, FY 2025-2026
2	Documentary evidence towards **GST Registration Certificate** & copy of **PAN o f bidder.**
3	Documentary evidence against payment of EMD (Relevant certificate if requestin g exemption)...
4	MSE certificate/ Start up certificate if claiming for any exemption.
5	Undertakings towards **clause II** of Buyer added Bid specific ATC
6.	EPF registration certificate in company's name
7.	ESI certificate in company's name
8.	PSARA licence of Maharashtra
9.	Proof of availability of office of service provider in Maharashtra
10.	Any other document as per tender, if required.

"Anti-Bribery Management System (ABMS): *By participating in this tender, the suppliers/Vendor s/ Contractors are deemed to have undertaken that they shall not give or take, any financial or non-fin ancial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance."*

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अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy

of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---