

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-07-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-07-2026 16:30:00
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 Earth Sciences
विभाग का नाम/Department Name	Department Of Earth Sciences
संगठन का नाम/Organisation Name	National Centre For Antarctic And Ocean Research (ncaor)
कार्यालय का नाम/Office Name	Goa
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :meloth.ncpor@nic.in Buyer Email id: kedar.ncpor@nic.in
वस्तु श्रेणी /Item Category	Horticulture Service - Lumpsum based - General Maintenance of Garden/Lawn/Field/Nursery/Park, Maintenance of Potted/Container Plant, Wild Grass Cutting; Site Clearing, Garden Designing, Soil Preparation, Planting Trees/Plants/Grass, General Maintenanc..
अनुबंध अवधि /Contract Period	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),Additional Doc 1 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / <b>Estimated Bid Value in INR (Inclusive of all taxes)</b>	4200000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	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	84000

#### ईपीबीजी विवरण /ePBG Detail

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

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

Director

National Centre for Polar and Ocean Research (NCPOR), Ministry of Earth Sciences, Headland Sada, Vasco Da Gama Goa 403804

(Director Ncpor)

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/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

**1. 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 % (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.

2. 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.

3. 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.

4. 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.

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

PRICE BID PROFORMA - [1782733451.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work( custom requirements if any):[1782733554.pdf](#)

**Horticulture Service - Lumpsum Based - General Maintenance Of Garden/Lawn/Field/Nursery/Park, Maintenance Of Potted/Container Plant, Wild Grass Cutting; Site Clearing, Garden Designing, Soil Preparation, Planting Trees/Plants/Grass, General Maintenanc.. ( 1 )**

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Scope of Service	General Maintenance of Garden/Lawn/Field/Nursery/Park , Maintenance of Potted/Container Plant , Wild Grass Cutting
Service Inclusions	Site Clearing , Garden Designing , Soil Preparation , Planting Trees/Plants/Grass , General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding) , Applying Fertilizers , Applying Pesticides , Trimming & Pruning , Cleaning & Painting of Potted Plants , Cutting , Weeding , Hoeing
Propagation Method to be used	stem cuttings , Budding
<b>एडऑन /Addon(s)</b>	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Kedar Rama Talaulikar	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	Project / Lumpsum Based	<ul style="list-style-type: none"><li>Estimated number of plants to be maintained/cultivated as per scope of work : 1</li></ul>

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 Payment online through RTGS / internet banking in Beneficiary name

Director NCPOR  
Account No.  
10153336180  
IFSC Code  
SBIN0004116  
Bank Name  
STATE BANK OF INDIA  
Branch address  
Commercial Branch, FL Gomes Road, Vasco-da- Gama , Goa 403802

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.

3. **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

DIRECTOR NCPOR  
Account No.  
10153336180  
IFSC Code  
SBIN0004116  
Bank Name  
STATE BANK OF INDIA  
Branch address  
Commercial Branch, FL Gomes Road, Vasco-da- Gama , Goa 403802

. 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.

#### 4. **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.

#### 5. **Service & Support**

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

#### 6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

##### **1. Work Experience:**

1.1 The bidder should have Three (3) years of experience for same/similar services. However, in last Seven (7) years bidder must have successfully executed /completed similar services as follows: -

i. Three similar completed / successfully executed services costing not less than the amount equal to 40% of the estimated cost; or

ii. Two similar completed / successfully executed services costing not less than the amount equal to 50% of the estimated cost; or

iii. One similar completed / successfully executed service costing not less than the amount equal to 80% of the estimated cost.

##### **2. Price Bid Proforma**

2.1 The Price bid Proforma has been provided in the Bid document (under name 'PRICE BID PERFORMA') indicating the requirement of each item. The bidder shall be required to mandatorily fill the 'Price bid Proforma'.

2.2. The bidder shall ensure that the total price quoted by bidder and the total price in the Price bid Proforma sheet are the same.

##### **3. WORK PERSONNEL**

3.1 The Muster roll for the labourers attending for work shall be maintained at site indicating the name of workers. Contractor shall direct all his labour to either to sign or put thumb impression or mark "P" on muster roll every day. Daily submission of attendance record/muster Roll of staff on garden maintenance work duly counter signed by Administrative Officer or any other Official as may be designated is must for this contract and failure to do so will be treated as labour not engaged/absent on work

3.2 The contractor should deploy the minimum number of persons per day as specified and in case of absence of any staff he should ensure that requisite number of staff is always on duty. Similarly, the contractor will have to make proper arrangements in case of their weekly off. No extra payment will be made on this account. However, mere deployment of the specified labour shall not relieve the contractor of his contractual obligations.

3.3 The instruction given by the officer in charge shall have to be carried out promptly. In case of any difference of opinion or interpretation on the specification and conditions, the matter to be referred to the Administrative Officer, for the decision, which shall be final and binding.

- 3.4 The Contractor's Mali-cum-Supervisor shall be fully experienced in the type of work to be carried out under their supervision. He should be available at site daily from 09.00 hrs to 01.00 hrs and from 14.00 hrs to 18.00 hrs and all the time of NCPOR officials visit to the Garden.
- 3.5 The contractor must pay the wages to his workers latest by the 7th day of the following month. The contractor must abide by all laws, rules and regulations pertaining to engagement of labours. Payment to the workers must be made as per the minimum wages prescribed by the Labour Department of the State Government/ Ministry of labour, Government of India whichever is higher. The total amount of wages paid to the workers must include the minimum wages+EPF+ESIC+Other statutory benefits including bonus.
- 3.6 All works pertaining to the maintenance of gardens and horticultural work shall be directly supervised by the contracting agency under the supervision of experienced Mali-cum Supervisor. The Mali-cum-Supervisor should be available in the campus on all working days of the month.
- 3.7 No accommodation shall be provided to workmen of the contracting agency for their stay on the campus.

#### **4. PAYMENT TERMS: -**

- 4.1 No advance payment will be made for any work at any stage of the contract period.
- 4.2 Payment due to the contractor shall be raised by the contractor to the NCPOR by the 10<sup>th</sup> day of every month. Payment will be made on the basis of actual attendance of the labourers. However, the final payment shall be made to the contractor within 30 days of the submission of bill after completion of all the obligations under the contract.
- 4.3 100% of the payment on monthly basis will be made within 30 days on submission of bill in duplicate for maintenance of garden/lawns and hedges for already developed area as detailed at price bid and for scope of work after satisfactory completion of the entire work.
- 4.4 Payments of bill shall be released only if it is accompanied by the proof of the following:
  - a. Certified Attendance Sheet;
  - b. Receipted payment of wage sheet of engaged labour for the preceding month with document (copy of bank passbook of engaged labour) having monthly wage amount credited to individual engaged labourers' bank accounts;
  - c. Entry challan of gardening materials used and the bill thereof. Any short fall in the supply of mentioned quantity in the tender the amount thereof will be deducted from the respective monthly bill after ascertaining market rate.
  - d. The contractor shall provide verifiable proof that EPF and ESI has been deposited in respect of particular workers, working under the Contractor who are working in NCPOR along with the EPF and ESI number issued by concerned authorities.
  - e. The statutory deductions like TDS, GST, etc., recovery of balance security deposit and penalty as per penalty clause, if any, will be made from the payment of bills as applicable.
  - f. Proportionate amount will be deducted if the contractor fails to comply with any responsibilities under the contract.

- g. If the maintenance is not carried out satisfactorily for the gardens/lawn or if the labourers are not following the instructions of NCPOR official, then the proportionate deduction in the rate will be affected in the bill for non-maintenance of garden/lawn, further remedial action including reduction of payment on pro-rata basis shall be taken from contractor's running account bills. If same is continued, the contract shall be liable for termination.
- h. In case the contractor fails in fulfilling the obligations fully and in time, NCPOR shall have the absolute right to take up the work at the contractor's risk and recover any such expenses from the amount due to the contractor including security deposits.

## **5. PENALTY CLAUSE: -**

5.1 The penalty and deductions shall be as per GeM Service Level Agreement. NCPOR reserves its right and discretion to terminate the contract on account the number of instances of levy of fine / penalties under the contract.

5.2 In addition to GeM penalties,

- a. 2 % penalty shall be applicable on monthly bill if the payment to the labour employed is not paid on or before 7th day of each month.
- b. 2 % penalty shall be applicable on monthly bill if there is a delay in remittance of PF contribution & ESIC contribution. The contribution should be remitted to PF & ESIC on or before 15<sup>th</sup> of each month.

## **6. SAFETY OF THE WORKERS**

6.1 The contractor shall be responsible for and shall pay any compensation to his workmen under the Workmen's compensation Act 1923 for injuries caused to the workmen.

6.2 The contractor shall be responsible for and shall pay the expenses or provide any medical aid to any workman who may suffer bodily injury as a result of an accident.

6.3 The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of workers employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with following regulation in connection therewith.

6.4 The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

6.5 When work is carried out in proximity to any place where there is risk of drawing all necessary equipment.

6.6 Any injury/accident/death to the worker during the contract period shall be the responsibility of the contractor, and the compensation, etc. payable under the labour laws shall be paid by the contractor.

## **7. RECORD TO BE MAINTAINED BY CONTRACTOR**

The Contractor should maintain and update all records of labour employed for this work and produce the same to the Administration officer regularly and any other Competent Authority as and when required. The following minimum records shall be maintained and kept in a custody of Administration prior to commencement of the work.

- Register of Wages
- Register of Workman Employed by the Contractor
- Any other records to be maintained under various act as applicable Material Register.
- Any other record as applicable under various labour act(s).
- Muster roll for the labourers attending for work shall be maintained at site indicating the name of workers. Contractor shall direct all his labour either to sign or put thumb impression or to mark "P" on muster roll every day. Daily submission of attendance record/ muster roll of staff on garden maintenance work duly counter signed by Administrative In-charge / Authorized officer is must for this contract and failure to do so will be treated as labour not engaged/absent on work

## **8. UNSATISFACTORY WORK:**

Work must be done satisfactorily under the direct and personal supervision of the contracting agency. The contractor must appoint a qualified Mali-cum-Supervisor (specialized in garden/ horticultural works) for supervision of works. The agency shall be solely responsible for execution of all works mentioned in the scope of work. The Administrative Officer will certify the works done. If the works are found to be unsatisfactory, then proportionate deduction will be made from the bill of contractor and this may even lead to termination of the contract. The decision of the competent authority in NCPOR shall be final and binding on the contractor in such manner. The contract may be terminated by the Director, NCPOR at any time if the work is found to be of substandard or unsatisfactory or there is any violation of the tender terms and conditions and 100% security deposit will stand forfeited.

## **9. OTHER CONDITIONS**

9.1 The contractor shall not sublet or assign his contract to others.

9.2 Except where otherwise specified in the contract the decision of the Director, NCPOR, Vasco-da-Gama, Goa, shall be final and binding on all parties of the contract upon all questions relating to the meaning of the specifications, nature of works, etc, or as to any other question, claim, right, matter, or thing whatsoever, in any way arising out of, or relating to the contract, etc, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion, or abandonment thereof.

9.3 If the contractor stops the work in between on personal or financial grounds, etc. for more than seven days after the commencement of works, the competent authority of NCPOR shall issue a notice to the contractor to this effect, and the work order stand cancelled.

9.4 The contractor should commence the works within seven days from the date of receipt of the notice, failing which the contract shall be terminated. The decision of the Director, NCPOR, Goa, will be final in this regard without prejudice to any other rights or remedies whatsoever.

9.5 However, it is the responsibility of the contractor to provide essential items like gumboots, Hand gloves, safety face mask, raincoat, umbrella etc, to his/ her employees.

9.6 The contracting agency shall also be responsible for cleaning roads adjoining the gardens. This work includes cleaning the roads with brooms, dusting, and removal of weeds, grass, and unwanted plants/shrubs etc., that grow on the sides of t

he roads.

9.7 Contractor will be fully responsible for all legal matters arising out of the contract. The contractor should not allow his workmen to join any labour Union/Associations. If any the workman if found in such Unions, the contract will be terminated at once.

9.8 The contractor shall be fully responsible for discipline of his workers in maintaining the cordial atmosphere in the campus and also to maintain the dignity of the institute.

9.9 Bonus and other additional facilities to worker is responsibility of the contractor. The Institute shall not pay anything extra over and above the quoted amount.

9.10 Contractor should comply with all regulations of Provident Fund, ESI, labour etc. The proof of payment of minimum wages etc. To the worker shall be submitted along with bill periodically as per latest Govt, Guidelines.

9.11 In case of any dispute on any matter the same will be referred to Director, NCPOR and his decision will be final and binding on all the parties. I. During currency of contract, if any legal disputes arise, will be subject of jurisdiction of State of Goa only.

## **10. PAYMENT OF WAGES:**

It will be the responsibility of the contractor to ensure wages as per notification issued by the Government of India from time to time. The Service Provider shall indemnify NCPOR against any payment that is to be made under and for observance of all applicable laws and rules. The Service Provider shall make payment to the labour deployed at NCPOR by 7th day of each month, the wages of the previous month. The Service Provider shall pay to labour deployed at NCPOR wages not less than the monthly minimum wages as applicable or revised from time to time whichever is higher of Central or State minimum wages as applicable. Changes in Minimum Wages as per Govt. regulation will be paid on actual by the tenderer / contractor. There will not be any escalation given, for fixed/extra allowances or expenses incurred by service provider and the minimum wages defined by Govt. Authorities. Any additional burden (financial or non-financial) due to changes in above regulations shall be immediately applicable at no additional cost implication to NCPOR. Bidders are required to take note of this and quote accordingly during the contract period.

The labour employed under the contract shall be considered under the category 'employed in Construction or Maintenance'. For current minimum wage rates, bidders may refer Government of India, Ministry of Labour & Employment Order No. F.No.1/6 (3)/2025-LS-II dated 30.03.2026.

## 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 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---**