

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	06-12-2025 21:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	06-12-2025 21:30:00
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 Defence
विभाग का नाम / Department Name	Department Of Defence
संगठन का नाम / Organisation Name	Indian Coast Guard
कार्यालय का नाम / Office Name	*****
वस्तु श्रेणी / Item Category	Horticulture Service – Manpower Based Model - Maintenance of Garden/Lawn/Field/Nursery/Park; General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Landscaping..
अनुबंध अवधि / Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	9 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, 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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	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	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	53702

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

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

#### लाभार्थी /Beneficiary :

The Commanding Officer  
DHQ14, Department of Defence, Indian Coast Guard, Ministry of Defence  
(The Commanding Officer ICGS Port Blair)

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

#### एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted 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 exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted 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 exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the

date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

**Total X number of projects for providing Horticulture service with Value not less then Y in the past Z year (up to 5 years) in sector of A:**Total 01 Nos of project for providing Horticulture in service value not less than 15 Lakhs

#### **Horticulture Service - Manpower Based Model - Maintenance Of Garden/Lawn/Field/Nursery/Park; General Maintenance Of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Landscap.. ( 8 )**

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Horticulture service	Maintenance of Garden/Lawn/Field/Nursery/Park
Scope of Work	General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding) , Applying Fertilizers , Applying Pesticides , Trimming & Pruning , Landscaping
Profiles	Gardner (Mali)
Skill Category	Skilled
Educational Qualification	High School
Experience	3 to 7 Years
Certifications/Training/ Membership	Not required

विवरण/ Specification	मूल्य/ Values
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	Andaman and Nicobar Islands
<b>एडऑन /Addon(s)</b>	
Inorganic Fertilizers	Yes
Organic Fertilizers	NA
Insecticides	Yes
Herbicides	Yes
Rodenticides	NA
Bactericides	Yes
Fungicides	Yes
Larvicides	Yes
Herb	Yes
Bonsai	Yes
Bamboo	Yes
Flower	Yes
Trimmers	Yes
<b>अतिरिक्त विवरण /Additional Details</b>	
DESIGNATION	Mali(Highly Skilled Agriculture Labour)
Title for Non Mandatory compliance 1	NA
Title for Non Mandatory Compliance 2	NA
Title for Non Mandatory Compliance 3	NA

**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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****South Andaman	8	<ul style="list-style-type: none"> <li>• Qty of Inorganic Fertilizers : 600</li> <li>• Qty of Insecticides : 48</li> <li>• Qty of Herbicides : 24</li> <li>• Qty of Bactericides : 24</li> <li>• Qty of Fungisites : 24</li> <li>• Qty of Larvisites : 24</li> <li>• Qty of Herb Plant/Trees : 600</li> <li>• Qty of Bonsai plants/trees : 100</li> <li>• Qty of Bamboo plants/trees : 100</li> <li>• Qty of Flower plants/trees : 400</li> <li>• Qty of Trimmer : 1</li> <li>• Total Area in Sqm. : 3646</li> <li>• Bonus (in % of Basic Pay) : 8.33</li> <li>• EDLI (in % of Basic Pay) : 0</li> <li>• EPF ((in % of Basic Pay) : 13</li> <li>• ESI (in % of Basic Pay) : 3.25</li> <li>• Monthly Wage/ Remuneration : 16328</li> <li>• Non Mandatory compliance 1 (Absolute Value / Amount) : 0</li> <li>• Non Mandatory compliance 2 (Absolute Value / Amount) : 0</li> <li>• Non Mandatory compliance 3 (Absolute Value / Amount) : 0</li> <li>• Provident Fund (in % of Basic Pay) : 0</li> <li>• Deployment of Machines in months : 26</li> <li>• Total no. of working days in a month : 26</li> <li>• Contract Period in Months : 12</li> </ul>

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

### 1. **Generic**

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

### 2. **Generic**

**Option Clause: Excess Settlement.** The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including add-ons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

### 3. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

The Commanding Officer  
ICGS Port Blair  
Panipat Road  
Sri Vijaya Puram  
Andaman & Nicobar Island- 744 102

### 4. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 5. **Generic**

**Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

### 6. **Payment**

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

### 7. **Forms of EMD and PBG**

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

The Commanding Officer ICGS Port Blair  
payable at  
Sri Vijaya Puram

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.

## 8. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

The Commanding Officer ICGS Port Blair

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

## 9. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

### **SCHEDULE OF WORKS**

### **ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE AND BEAUTIFICATION OF COAST GUARD ASSETS UNDER ICGS PORT BLAIR FOR THE PERIOD OF 01 YEAR**

1. **Area** : Horticulture and Beautification Service for an area of 39,250 Sq. Ft including the following areas

- (a) Premises of RHQ(A&N)
- (b) Coast Guard Officer Mess
- (c) Ship Support Complex
- (d) Tatrakshak Vihar I & II
- (e) CG House
- (f) CG Indoor Sports Complex
- (g) MT Pool
- (h) Inliving Block and Galley
- (j) MI Room

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2. Horticulture and Beautification Service which included Skilled Agriculture labour and items as mentioned below:-

(a) Skilled Agriculture labour – 08 Nos

(b) List of Fertilizers, insecticides, plants, and other miscellaneous items to be provided during the contract period:-

Ser	Description	Denom	Quantity
(a)	Inorganic Fertilizer	Nos	600



(b)	Insecticides	Nos	48
(c)	Herbicides	Nos	24
(d)	Bactericides	Nos	24
(e)	Fungicides	Nos	24
(f)	Larvicides	Nos	24
(g)	Herb plant	Nos	600
(h)	Bonsai Plants	Nos	100
(j)	Bamboo plants	Nos	100
(k)	Flower plants	Nos	400
(l)	Trimmer petrol operated Grass cutting Machine petrol operated (to be operate 08 Hrs per day and 26 day in months (Approx 50 Ltrs Petrol required per month) (Rate to be quoted as amount per month)	Nos	01

3. The type of work, duties and responsibilities of the workers are as follows:-

(a) **Workers**. The Workers will work as per the instruction of MCBM.

(b) The Commanding Officer, ICGS Port Blair will be the Contract Operating Authority. He will appoint an officer who will carry out the duties of the controlling officer and who shall be responsible for smooth running of the contract on his behalf as per the contract.

(c) **Minimum Wages**: The contractor should ensure payment of existing minimum wages as per Minimum Wages Act, 1948 as revised from time to time to Horticulture and Beautification staff deployed by contractor. Non-adherence to the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting of EMD / PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower deployed by him for execution on the proposed schedule of duty as per existing minimum wages promulgated by the Labour Department, Andaman Administrative to the skilled/ unskilled workers.

(d) The firms should be telephonically contactable on all working days from 0800 to 1600 hrs. A representative of the firm along with labourers will report to the controlling officer or his representative on each day both before and after the commencement of horticulture and beautification.

(e) **Quality of Service provided.** Working hours are from 0800 to 1600 hrs. The progress of the working will be monitored daily including the attendance state of labors. Monthly user satisfaction certificate by controlling officer will be required to be produced along with bills. No bills shall be processed without user satisfactory certificate.

(f) The contractor should ensure that the special attention and necessary flowering plants, colored-leaves plants are to be made available, fresh plants to be replaced instead of wilted plants.

(g) **Extent of Deductions.** On failure of the service, the deduction (duly rounded to the next higher rupee) from the dues of the contractor will be as under:-

(i) **Absence of Horticulture and Beautification Staff.** Absence of any labour for more than 02 hours in a day or late reporting will be considered as non-reporting for that day and appropriate amount will be deducted from the monthly payment of the contractor.

(ii) In case of non-reporting of 50% of the workforce, the entire day's payment shall be deducted from the monthly bill of the contractor.

(h). Any ambiguity, vagueness, incomplete information in the contract will be entrusted in favour of the state.

(j) The periodicity of clearance, number of supervisor and labours per day timing and method of conduct of task can be modified on mutual consent.

(k) The contractor will not allow or permit the employees to participate in any trade union activities or agitation.

(l) The contractor will be fully responsible for clearing the dues to the labours directly and this office in no case will be liable to any payment to labours.

(m) All personnel and their baggage/bags connected with the contract shall be liable for physical check both at the time of entry and exit of the area.

(n) Any theft damage caused by the contractor/his personnel shall be borne by the contractor.

(p) The Contract operating Authority will not be responsible for any loss of life/injury to any of the contractor's personnel that may take place during the execution of the contract. Any compensation/claims or expenditure t

owards treatment of such injury/loss of life will be the sole responsibility of the contractor.

10. **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.

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**TERMS AND CONDITIONS FOR TECHNICAL BID**

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(a) Indicate the acceptance of the entire scope of work i.e Providing **08** Un-skilled Mali for maintenance of Garden, Lawn, Field and nursery parks. The firm also has to accept the supply of required plants, fertilizers, pesticides and other items mentioned in BID.

(b) Indicate whether Bank current account with e-payment facility available.

(c) Following documents to be produced by the agencies while submitting the Technical Bid:-

(i) Copy of EPF Registration along with latest challan showing more than 08 employee employed by the agency.

(ii) Copy of Shop & Establishment registration from Asst. Labour Commissioner (A&N Island) as proof of having office at Sri Vijaya Puram.

(iii) Copy of valid Labour Licence from A&N Administration/ Chief Labour Commissioner (Central), Min of Labour & Employment, Govt. of India.

(iv) Earnest Money Deposit (EMD) of Rs **53,702.00** (Rupees **Fifty three thousand seven hundred two** only) by crossed bank demand draft from any public sector banks or private sector bank authorized to conduct Govt. business in favour of the " **The Commanding Officer, ICGS Port Blair.**

(v ) Affidavit stating that there is no case pending with EPFO and labour department.

**(vi) Agency charges/contractor's profit should not be below 3.85 % as it is mandatory vide Gol, MoF OM No. F.6/1/2023-PPD dated 06 Jan 2023.**

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of

this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [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---