

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	15-09-2025 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	15-09-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Agriculture And Farmers Welfare
विभाग का नाम / Department Name	Department Of Agricultural Research And Education (dare)
संगठन का नाम / Organisation Name	Indian Council Of Agricultural Research (icar)
कार्यालय का नाम / Office Name	Icar-nihsad, Bhopal
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); One Supervisor- (skilled-semi-skilled), Two trained Malies (semi-skil.. , Horticulture Service - Manpower Based Model - Maintenance of Garden/Lawn/Field/Nursery/Park; General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding); Workers/Laborers
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)	25 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption 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), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
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

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a).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 :

DIRECTOR

विभाजन/Splitting

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
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Horticulture Service - Manpower Based Model - Maintenance Of Garden/Lawn/Field/Nursery/Park; General Maintenance Of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding); One Supervisor- (skilled-semi-skilled), Two Trained Malies (semi-skil.. (4)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Horticulture service	Maintenance of Garden/Lawn/Field/Nursery/Park
Scope of Work	General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding)
Profiles	One Supervisor- (skilled-semi-skilled), Two trained Malies (semi-skilled), One Driver (semi-skilled) with license to operate tractor
Skill Category	Semi-Skilled
Educational Qualification	High School
Experience	0 to 3 Years
Certifications/Training/ Membership	Not required
Is Geographical presence of the Service Provider registered office is required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable
एडऑन /Addon(s)	
Inorganic Fertilizers	NA
Organic Fertilizers	NA
Insecticides	NA
Herbicides	NA
Rodenticides	NA
Bactericides	NA
Fungicides	NA
Larvicides	NA
अतिरिक्त विवरण /Additional Details	
DESIGNATION	0
Title for Non Mandatory compliance 1	0
Title for Non Mandatory Compliance 2	0
Title for Non Mandatory Compliance 3	0

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources	अतिरिक्त आवश्यकता /Additional Requirement
1	Kalaiyarasu Semmannan	462022,ICAR-NIHSAD, Anand Nagar, Kokta Road	4	<ul style="list-style-type: none"> Total Area in Sqm. : 200000 Total no. of working days in a month : 26 Bonus (in % of Basic Pay) : 0 EDLI (in % of Basic Pay) : 0 EPF ((in % of Basic Pay) : 0 ESI (in % of Basic Pay) : 3.25 Monthly Wage/ Remuneration : 516 Non Mandatory compliance 1 (Absolute Value / Amount) : 0 Non Mandatory compliance 2 (Absolute Value / Amount) : 0 Non Mandatory compliance 3 (Absolute Value / Amount) : 0 Provident Fund (in % of Basic Pay) : 13 Deployment of Machines in months : 0 Contract Period in Months : 12

Horticulture Service - Manpower Based Model - Maintenance Of Garden/Lawn/Field/Nursery/Park; General Maintenance Of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding); Workers/Laborers (14)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Horticulture service	Maintenance of Garden/Lawn/Field/Nursery/Park
Scope of Work	General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding)
Profiles	Workers/Laborers
Skill Category	Unskilled

विवरण/ Specification	मूल्य/ Values
Educational Qualification	Not required
Experience	0 to 3 Years
Certifications/Training/ Membership	Not required
Is Geographical presence of the Service Provider registered office is required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable
एडऑन /Addon(s)	
Inorganic Fertilizers	NA
Organic Fertilizers	NA
Insecticides	NA
Herbicides	NA
Rodenticides	NA
Bactericides	NA
Fungicides	NA
Larvicides	NA
अतिरिक्त विवरण /Additional Details	
DESIGNATION	0
Title for Non Mandatory compliance 1	0
Title for Non Mandatory Compliance 2	0
Title for Non Mandatory Compliance 3	0

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources	अतिरिक्त आवश्यकता /Additional Requirement
1	Kalaiyarasu Semmannan	462022,ICAR-NIHSAD, Anand Nagar, Kokta Road	14	<ul style="list-style-type: none"> Total Area in Sqm. : 200000 Total no. of working days in a month : 26 Bonus (in % of Basic Pay) : 0 EDLI (in % of Basic Pay) : 0 EPF ((in % of Basic Pay) : 0 ESI (in % of Basic Pay) : 3.25 Monthly Wage/ Remuneration : 470 Non Mandatory compliance 1 (Absolute Value / Amount) : 0 Non Mandatory compliance 2 (Absolute Value / Amount) : 0 Non Mandatory compliance 3 (Absolute Value / Amount) : 0 Provident Fund (in % of Basic Pay) : 13 Deployment of Machines in months : 0 Contract Period in Months : 12

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

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

ICAR-NIHSAD
ANAND NAGAR
KOKATA BYPASS

3. **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.

4. **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 alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

5. **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.

6. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

TERMS AND CONDITION:-

1. An amount equivalent to 5% of the total contract value of contract is to be deposited by the selected agency/successful tenderer as Performance Security Deposit in shape of DD/FDR/BG physically in favour of ICAR Unit, NIHSAD, Bhopal along with agreement on Judicial Stamp Paper worth Rs. 500/-.

2. No interest on security deposit shall be paid by the NIHSAD to the tenderer.

3. The bid validity period is 180 days from the date of opening of technical bid.

4. The current rates of wages and statutory contributions on person's wages as notified by the Central Govt. (Ministry of Labour and employment, Govt. of India; for the employees employed in Agricultural: Category B city) will be paid and it will be revised and communicated by ICAR NIHSAD, Bhopal from the dates of statutory revision in wages and statutory contribution from time to time. While the monthly rates of wages etc. will be considered for total value of the contract, the rates for the same shall not be quoted in the financial bid. Hence, the bidder shall quote 'Agency service charges only exclusive of GST. Service charges should be quoted in rupees only, not in percentage. There will not be any increase in the service charges quoted by the firm during the contract period.

5. As per Ministry of Finance, Department of Expenditure New Delhi Letter No. F. 6/1/2023-PD dated 06.01.2023 endorsed by ICAR Letter No. FIN/22/01/2016-CDN (A&A) dated 22.02.2023 the minimum Service Charges will be 3.85%.

6. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.

7. Decision of Director, ICAR-NIHSAD shall be final for any aspect of the contract and binding on all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-NIHSAD. The decision of the sole arbitrator so a

appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1967 as amended from time to time.

8. The Director, ICAR-NIHSAD does not pledge itself to accept the lowest or any tenders and also reserve to itself right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.

9. One day weekly rest shall be provided to each worker engaged. A substitute should be provided in case of any manpower absents himself. If substitute is not provided, amount equal to the daily rate of wages, etc. shall be deducted from the bill for the month. Thus, the wages component of monthly bills will be paid on actual attendance basis after appropriate deductions for absence of manpower, if any.

10. If the firm fails to provide a substitute within 3 days, a penalty clause will be imposed, besides deduction of daily wages. Wages component of monthly bills will be paid on actual attendance basis.

11. The Firm will not charge placement charges or any other account from the manpower deployed with NIHSAD from the payment to be made to the outsourced staff as per quoted rates. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at any stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.

12. In case of tie in AMC cost, the decision of NIHSAD, Bhopal will be final for selection of firm to award the AMC.

13. The GST or any other tax which is as per the rules of the Government shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.

14. The Director, ICAR-NIHSAD in its capacity as Principal Employer, reserves the right to modify any of the terms and conditions of the contract as mentioned in this document, at its discretion, in the interest of the job/work.

15. The contract shall be for a period of one year. But may be extended up to one or more year subject to satisfactory performance at ICAR-NIHSAD on mutual agreement.

16. The following documents/vouchers are required to be uploaded with the technical bid.

a. Scanned copy of valid Registration Certificate of firm.

b. Scanned copy of EPF Registration.

c. Scanned copy of Proof of required experience in landscaping, horticulture, Field, Farm, maintenance of lawns/nursery etc. (attach supportive documents) {Ref. Annexure-1 Sr. No. 05}.

d. Scanned copies of EPF and ESI Certificate issued by the local Government.

e. Scanned copies certificates of startups NSIC/MSME (Micro & Small Enterprises) in related service/business, if applicable. Scanned copy of valid Contractor License.

f. Scanned copy of proof of average minimum annual turnover requirement (Ref. Annexure-1).

g. Scanned copies of Income tax and GST registration.

h. Scanned copies of PAN Number and IT returns for the last 3 financial years.

i. An undertaking as per attached Format (Annexure – II) duly attested by Notary on a non-judicial stamp paper of value of Rs. 500/- (Rupees Five Hundred Only) regarding their non-blacklisting by any of the Government Departments, Public Sector Undertakings and/or by Ce

Central Vigilance commission during the last three years. Original undertaking should be submitted to ICAR NIHSAD, Bhopal.

OTHER TERMS & CONDITIONS

1. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
2. The persons so provided by the agency under this contract will not be the employee of the NIHSAD and there will be no employer-employee relationship between the NIHSAD and the person so engaged by the contractor in the aforesaid services.
3. For this Contract, water and electricity will be provided by the institute. It is presumed that the bidder has assessed all the requirements of manpower/materials/logistics/taxes etc. thoroughly before participating in the tender process and the tender quoted cost is lump sum in respect of all these items/services and therefore no request for any alteration/hike in the rates once quoted would be entertained within one year from the date of award of tender. None of the other requirements including stationary items would be provided from the institute.
4. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time.
5. The contractor shall indemnify and keep indemnified the NIHSAD from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, NIHSAD shall be final and binding on the contractor.
6. The service provider/contractual staff should have adequate literary knowledge to cope up with the smooth operation of work.
7. To have proper coordination in working, the Contractor/Service provider Agency authorities would visit the working areas frequently and contact the concerned In-charge officers/administration for any clarification if required.
8. The contractor must employ adult security staff preferably 21 to 58 years of age group only. Employment of the child labour shall lead to the termination of the Contract.
9. Any change in service provider or contractual worker should be done in consultation with NIHSAD authority. Abrupt and unjustified changes will not be accepted.
10. All the Contractual Services Staff should follow strict attendance and alternative arrangements are to be made by the agency to keep all the work points to be in operation by the substitute if any contractual worker leaves the point.
11. The selected agency shall provide the necessary personnel to NIHSAD as per labour acts prevalent as per GOI or M.P. whichever is applicable. The agency shall employ good and reliable service provider/Contractual persons with good health. In case any of the personnel so provided is not found suitable by the NIHSAD, the NIHSAD shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
12. The shift contractual should not leave their points vacant unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section.
13. The contractor shall not sublet the work.
14. Tractor driver may be hired only when Institute will provide the Tractor on regular/frequent running basis subject to up keep the records of respective logbook.
15. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
16. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of NIHSAD for the purpose. All complaints should be immediately attended by the Agency.

17. All the contractual workers should maintain discipline, punctual and obedience in the campus. Any misconduct would entail the administration to instruct the contractor to replace the person immediately.

18. Payment to the Contractor will be made on monthly basis. The sequence of payment would be as given below:-

A. Payment to the contractual staff would be done by the contractor through BANK TRANSFER in their account before 10th of each month, right from the first month onwards.

B. The contractor then shall submit the claims of such payments to the institute along with proof of BANK TRANSFER, payment towards EPF (both employees and employer's share), ESI, Service Tax and other statutory payment etc. The mode of payment and challans etc. should be transparent so as to prove their authenticity. In case of quarterly payment such proof shall be submitted in subsequent month.

C. Upon verification of records as mentioned above and the attendance of contractual persons, the administration would release the payment via BANK TRANSFER in the account of contractor.

D. In no case, release of payment should be linked to payment to contractual workers which must be done before 10th day of each month.

E. Income Tax (TDS) will be deducted from the payments due for the work done as per rule.

F. The contractor will have to provide the details of (individual wise) EPF deposition with the concerned department and copy of the detailed list obtained from the EPF department/website should be submitted as a supporting document along with the bill of the succeeding month. Similarly, firm should also provide evidence towards depositing the relevant amount towards ESI with details.

G. The contractor will have to give revised minimum wages with other statutory liabilities as and when the minimum wages are revised during the contract. Normally, wages are revised during April and October every year. NIHSAD will pay any extra money to the contractor for such revisions but shall ensure that revised wages are paid to them at stipulated dates.

19. The Institute will not be responsible either to the Contractor or to its workers deployed at this Institute for any medical assistance/injuries/death or any kind of loss occurred to contractual labours.

20. The Director, NIHSAD reserves the right to reject any or all tenders/quotations in whole or in part without assigning any reason thereof. The decision of Director, NIHSAD shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.

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8. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/**Disclaimer**

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.

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

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

All GeM Sellers / Service Providers 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---