

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-01-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-01-2026 19:30:00
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	National Institute On Foot Mouth Disease
वस्तु श्रेणी /Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Armed Security Guard
अनुबंध अवधि /Contract Period	1 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	150 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Complete
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?	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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	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
अनुमानित बिड मूल्य /Estimated Bid Value	7800000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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).	15

(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

National Institute on Foot Mouth Disease, Department of Agricultural Research and Education (DARE), Indian Council of Agricultural Research (ICAR), Ministry of Agriculture and Farmers Welfare
(Dr. R.p. Singh)

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 relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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.
4. 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.
5. 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.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and

for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. 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

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (14)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Not Required
Ex Servicemen	Optional
Age Limit	Up to60 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	undefined
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	Odisha
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि 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 to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Tathagata Mukherjee	752050,ICAR-National Institute on Foot & Mouth Disease	14	<ul style="list-style-type: none"> • Tenure/ Duration of Employment (in months) : 12 • Basic Pay (Minimum daily wage) : 893 • Provident Fund (INR per day) : 69.23 • EDLI (INR per day) : 2.88 • ESI (INR per day) : 26.25 • EPF Admin charge (INR per day) : 2.88 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0 • Number of working days in a month : 26

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Armed Security Guard (6)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Armed Security Guard
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Not Required
Ex Servicemen	Optional

विवरण/ Specification	मूल्य/ Values
Age Limit	Up to 65 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	Ex service man including para military services, police personnel or more than 3 years working with valid arms license in Government or Autonomous bodies
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	Odisha
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि 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 to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Tathagata Mukherjee	752050,ICAR-National Institute on Foot & Mouth Disease	6	<ul style="list-style-type: none"> • Tenure/ Duration of Employment (in months) : 12 • Basic Pay (Minimum daily wage) : 981 • Provident Fund (INR per day) : 69.23 • EDLI (INR per day) : 2.88 • ESI (INR per day) : 26.25 • EPF Admin charge (INR per day) : 2.88 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0 • Number of working days in a month : 26

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

1. Generic

OPTION CLAUSE: 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. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

ICAR Unit PD on FMD, SBI, Jatni Branch Code 2071
A/C (Name of the Seller). 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 Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

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

CAR-Unit PD on FMD

Account No.

11576142063

IFSC Code

SBIN0002071

Bank Name

State Bank of India

Branch address

Jatni, Branch Code - 2071

. 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. **Buyer Added Bid Specific ATC**

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

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. REGISTRATION ON E-PORTAL:

The Bidders are advised to register themselves with GeM Portal.

2. PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER :

Bidder firms which fulfil the eligibility conditions may upload the technical bid and financial bid along with the scanned copy of requisite documents as detailed under, failing which bids will be rejected.

TECHNICAL BID:

SI	Documents	Procedure to be followed
1	Documents to be submitted	All required/relevant documents as per Checklist (Annexure-II) and additional documents as per tender document should be uploaded in e-Portal with all pages serially numbered and attested/signed by the Authorised Signatory

FINANCIAL BID:

Bidders have to submit online Financial Bid on e-portal as per the prescribed format. In no case Technical bid is to be merged with Financial bid. **Any attempt to include the Financial Bid, in the Technical Bid shall render the bidder liable to disqualification.**

NOTE:

All the documents uploaded on e-portal should be self-attested & must be readable, legible, signed & stamped by authorized signatory.

3. LAST DATE AND TIME FOR SUBMISSION OF TENDER

Submission of online bids should be within the time notified as per the GeM. If any delay arises from any cause, such as strikes, lockouts, fire accidents, riots etc, which the ICAR-NIFMD may admit as a reasonable ground for further time, it may allow such additional time required by the circumstances of the case only for extending the opening. ICAR-NIFMD reserves the right for accepting the whole or any part or reject all bids, change or extend the date and time of opening of the tender without assigning any reason to the bidder.

4. SUBMISSION OF TENDER:

- I. The tenderer is being permitted to submit the tender(s) in consideration of the stipulation on the part of the tenderer. After submitting the tender(s), the tenderer will not withdraw/ will not resile from their offer or modify the terms and conditions thereof.
- II. The rates quoted by each Contractor/Agency/Firm for providing job/service contract in tenders be given clearly and legible and uploaded in the prescribed format. Name and address of the permanent representative, of the tenderer, if any, may also be indicated with due attestation by the concerned tenderer, while submitting the tender document(s).
- III. The bidders fulfilling all the criteria of Technical bid(s) will be qualified technically and only the Financial/Price Bid of the technically qualified bidder(s) will be opened for further action.
- IV. The Institute (ICAR-NIFMD) reserves the right to not accept the lowest price (L1) quoted by the bidders in case if it is in contravention to minimum wages and statutory dues/ guidelines (incl. the service charge and GST if applicable) of services to be rendered. Conditional tenders will not be accepted.
- V. Applications submitted with partially completed formats, lacking the required information in any column, point, row or field in any of the annexures/documents, shall be deemed INCOMPLETE. Such applications shall be summarily rejected without any notice, reference, or correspondence to the bidder, and the rejection shall be at the sole risk and responsibility of the bidder.
- VI. Bidders are further advised to exercise utmost caution while completing the annexures/documents required under this bid. Proper and accurate indication of reference page numbers for the attached supporting documents must be provided in the checklist at **Annexure-II**. Failure to comply with this requirement shall render the application liable for disqualification. No representation or correspondence in this regard shall be entertained by this office under any circumstances.
- VII. The bidders fulfilling all the criteria of Technical bid(s) will be qualified technically and only the Financial/Price Bid of the technically qualified bidder(s) will be opened for further action.
- VIII. Contractors/agencies whose services have been terminated or discontinued, either voluntarily or by this Institute, any other government agency, or ICAR institutions, due to lapses or deficiencies in performance, are not eligible to apply. Furthermore, entities that have been blacklisted by any Government department are also ineligible to submit bids.
- IX. All bidders are required to furnish comprehensive details of any ongoing litigation, arbitration, or legal proceedings related to their services in the relevant field. This information must be complete and accurate as of the date of submission of the tender (**ANNEXURE X**)
- X. All entries in the Tender Form should be written legibly and filled clearly. If the space providing for furnishing of information is found insufficient, a separate sheet with the signature of the authorized signatory shall be attached. Only the technically found suitable Contractor/Agency/Firm(s) would be called/considered for opening the Financial Bids.

5. SIGNING OF TENDER

- I. The tender will be liable to be rejected in case complete information is not given therein, and the individual/authorised person who signing tender or other documents connected with the contract must specify as to whether he/she is signing as:
 - a. 'Sole Proprietor' of the firm or his Attorney.
 - b. 'Registered Active Partner' of the firm or his Attorney.
 - c. For the firm 'Par Procuration'
- II. In case of company registered under the Companies Act (new as well as old) and firms registered under the Indian Partnership Act, the person signing must clearly indicate his capacity in which he is signing (e.g. Secretary, Manager, Director, Partner etc.). In case it is being si

igned by an attorney or representative the signatory shall produce a copy of the documents empowering him to sign, if called upon to do so.

6. LIABILITY OF PERSON SIGNING THE DOCUMENTS:

A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has the authority to bind such other and if, on enquiry, it emerges that the person so signing has no authority to do so, the ICAR-NIFMD may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

7. PERIOD OF VALIDITY OF BIDS

- I. Bids shall remain valid for **180 days** after the date of opening of online Financial Bid by the ICAR-NIFMD; a bid valid for a shorter period would be liable to be rejected by the ICAR-NIFMD as non-responsive.
- II. In exceptional circumstances, the ICAR-NIFMD (Customer) may solicit the bidder consent to an extension of the period of validity. The request to the response thereto shall be made in writing.

8. VALIDITY OF CONTRACT:

- I. The rate quoted shall be valid for a **minimum period of One (01) year** with effect from the date of award of the Contract. The contract may be extended further maximum for a period of one (01) year or part thereof upon satisfactory performance of the Contractor/Agency/Firm(s) and on the same terms and conditions on mutual consent at the discretion of ICAR-NIFMD.
- II. ICAR-NIFMD will have the exclusive right to terminate the contract by giving **one month's notice** to the Contractor.
- III. The Contractor has to give **three months' notice** to ICAR-NIFMD before cancellation of the contract. Contravention of the same would lead to forfeiture of performance security money along with all outstanding dues.

9. RESPONSIBILITY FOR EXECUTING CONTRACT:

- I. The Contractor shall be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- II. **Subcontracting** any part of this contract is expressly prohibited without prior written consent of ICAR-NIFMD. Any unauthorised subcontracting shall constitute material breach and permit termination and forfeiture of Performance Security.
- III. Replacement or removal of any personnel deployed at the ICAR-NIFMD premises shall be carried out only with the prior written approval of ICAR-NIFMD.

10. PERFORMANCE SECURITY DEPOSIT:

- I. **5% of the Annual Contract Value** is to be deposited by way of Demand Draft(*or through any other mode as may be prescribed by ICAR-NIFMD at the time of finalising the Contract Order*) of any Nationalized bank in favour of "ICAR-Unit PD on FMD Account No.115761420 63 IFSC Code SBIN0002071 Bank Name State Bank of India Branch address Jatni, Branch Code - 2071" payable at the Institute. The Performance Security should be valid for 15(12+3) months. The contract order would be generated only after the performance security in original is received by the Institute and verified by the bank. Any delay in submission of performance security ultimately leading to delay in generation of contract order would be sole responsibility of the bidder. The performance security shall be refunded only after completi

on of agreement period and on adjustment of dues, if any. **No interest shall be payable by ICAR-NIFMD on the security deposit**

- II. After the financial bid is opened and the L1 bidder accepts the bid – an intimation letter for a ward of contract would be sent along with the necessary requirements to the L1 bidder for submission within due time.
- III. The start of contract date as mentioned in the intimation letter and duly accepted by the bidder would be the one from which the services of the bidder would be considered.

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11. FORFEITURE OF PERFORMANCE SECURITY DEPOSIT:

In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the contractor/Service Provider will be liable to be forfeited besides annulment of the contract.

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12. REFUND OF PERFORMANCE SECURITY DEPOSIT :

On due performance and completion of the contract in all respects, the Performance Security Deposit will be refunded without any interest after deducting downtime and other charges, having remained unrealized, if the same cannot be realized from the contractor's pending bills.

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13. RECOVERY OF SUM DUE:

- I. Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor, ICAR-NIFMD shall be entitled to recover such sum by appropriating, in part or whole from the security money deposited by the contractor and/or by deduction from the pending bills of the contractor.
- II. When there remains a balance of the total sum to be recovered, it shall be deducted from any sum due to them or which at any time thereafter may become due under this or any other contract with the ICAR-NIFMD. If sum is not sufficient to cover the full amount recoverable, the contractor shall pay to ICAR-NIFMD on demand the remaining balance due **along with interest at the rate of 12% PA(simple interest) from the date when the first demand is made till the date of actual payment for each day of delay.**

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14. INSOLVENCY AND BREACH OF CONTRACT:

ICAR-NIFMD may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- I. If the contractor being an individual or firm, such individual or any partner in the contractor's firm as the case may be, is at any time adjudged insolvent or has a receiving order or orders for administration of his estate being made or any proceedings for liquidation or composition under any law of insolvency being or not for the time being in force or has made conveyance or assignment of his effects or enter in to any arrangements or compromise with his creditors for suspend payment or if the firm be dissolved under any law which governs it or which is otherwise for the time being in force; or

If the contractor being a company registered under any law for the time being in force, passes a resolution for winding up or the court passes any order for the liquidation of the affairs of the company or that any Liquidator, Receiver or Manager is appointed for the management of the affairs of the company

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

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

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---