



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/6204207 Dated/दिनांक : 29-05-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-06-2025 11:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	19-06-2025 11:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Earth Sciences	
Department Name/विभाग का नाम	Department Of Earth Sciences	
Organisation Name/संगठन का नाम	National Centre For Antarctic And Ocean Research (ncaor)	
Office Name/कार्यालय का नाम	Goa	
क्रेता ईमेल/Buyer Email	ravinder.ncpor@nic.in	
ltem Category/मद केटेगरी	Horticulture Service - Lumpsum based - General Maintenance of Garden/Lawn/Field/Nursery/Park, Maintenance of Potted/Container Plant; Site Clearing, Planting Trees/Plants/Grass, General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Wateri 1 Year(s) 1 Day(s)	
Contract Period/अनुबंध अवधि		
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छ्ट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	

Bid Details/बिड विवरण		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Single Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	4700000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	94000

ePBG Detail/ईपीबीजी विवरण

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

- (a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

Director NCPOR

National Centre for Polar and Ocean Research (NCPOR), Ministry of Earth Sciences Headland Sada, Vasco-da-

Gama, Goa-403804 (Director Ncpor)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
Mil Compilance/रमजाइजाइ जनुपायन	les

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. 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.
- 2. 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 online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
- 3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost: or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

Price Bid Format - 1748496123.xlsx

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of work(custom requirements if any):1748243222.pdf

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
04-06-2025 12:00:00	NCPOR Campus, Headland Sada, Vasco da Gama, Goa 403804

Horticulture Service - Lumpsum Based - General Maintenance Of Garden/Lawn/Field/Nursery/Park, Maintenance Of Potted/Container Plant; Site Clearing, Planting Trees/Plants/Grass, General Maintenance Of Plant (Mowing, Strimming, Laying, Sweeping, Wateri.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specifica tion	Values	
Core		
Scope of Service	General Maintenance of Garden/Lawn/Field/Nursery/Park , Maintenance of Potted/Container Plant	
Service Inclusions	Site Clearing , Planting Trees/Plants/Grass , General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding) , Applying Fertilizers , Applying Pesticides , Trimming & Pruning , Cleaning & Painting of Potted Plants , Weeding , Hoeing , Cutting	
Propagatio n Method to be used	undefined	
Addon(s)/\(\text{\text{\$\}\$}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}	Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Estimated number of plants to be maintained/c ultivated as per scope of work	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravinder Singh	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	1	N/A

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

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

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

Director NCPOR payable at Vasco da Gama, Goa

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. Forms of EMD and PBG

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

Director NCPOR

Account No.

10153336180

IFSC Code

SBIN0004166

Bank Name

State Bank of India

Branch address

Commercial Branch, FL Gomes Road, Vasco-da- Gama, Goa 403802

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Director NCPOR

payable at

Vasco da Gama, Goa

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

5. Forms of EMD and PBG

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

Director NCPOR

Account No.

10153336180

IFSC Code

SBIN0004116

Bank Name

State Bank of India

Branch address

Commercial Branch, FL Gomes Road, Vasco-da- Gama, Goa 403802

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

WORK PERSONNEL

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

- 1.2 The contractor should deploy the minimum number of persons per day as specifie d and in case of absence of any staff he should ensure that requisite number of staf f is always on duty. Similarly the contractor will have to make proper arrangements incase of their weekly off. No extra payment will be made on this account. However, mere deployment of the specified labour shall not relive the contractor of his contractual obligations.
- 1.3 The instruction given by the officer in charge shall have to be carried out promptly. In case of any difference of option or interpretation on the specification and conditi ons, the matter to be referred to the Administrative Officer, for the decision, which s hall be final and binding.
- 1.4 The Contractor's Mali-cum-Supervisor shall be fully experienced in the type of wor k to be carried out under their supervision. He should be available at site daily from 08.00 hrs to 12.00 hrs and form 14.00 hrs to 18.00 hrs and all the time of NCPOR off icials visit to the Garden.
- 1.5 The contractor must pay the wages to his workers latest by the 7th day of the follo wing month. The contractor must abide by all laws, rules and regulations pertaining to engagement of labours. Payment to the workers must be made as per the minim um wages prescribed by the Labour Department of the Government of State of Goa / Ministry of Labour, Government of India whichever is higher. The total amount of wages paid to the workers must include the minimum wages+EPF+ESIC+Other stat utory benefits including bonus.
- 1.6 All works pertaining to the maintenance of gardens and horticultural work shall be directly supervised by the contracting agency under the supervision of experienced Mali-cum Supervisor. The Mali-cum-Supervisor should be available in the campus on all working days of the month.
- 1.7 No accommodation shall be provided to workmen of the contracting agency for the ir stay on the campus.

2. PAYMENT TERMS:-

- 2.1 No advance payment will be made for any work at any stage of the contract period
- 2.2 Payment due to the contractor shall be raised by the contractor to the NCPOR by th e 10th day of every month. Payment will be made on the basis of actual attendance of the labourers. However, the final payment shall be made to the contractor within 20 days of the submission of bill after completion of all the obligations under the co ntract.
- 2.3 100% of the payment on monthly basis will be made within 20 days on submission of bill in duplicate for maintenance of garden/lawns and hedges for already develop ed area as detailed at price bid and for scope of work after satisfactory completion of the entire work.
- 2.4 Payments of bill shall be released only if it is accompanied by the proof of the following:
 - a. Certified Attendance Sheet;
 - b. Receipted payment of wage sheet of engaged labour for the preceding mont

h with document (copy of bank passbook of engaged labour) having monthly wage amount credited to individual engaged labourers' bank accounts;

- c. Entry challan of gardening materials used and the bill thereof. Any short fall in the supply of mentioned quantity in the tender the amount thereof will be deducted from the respective monthly bill after ascertaining market rate.
- d. The contractor shall provide verifiable proof that EPF and ESI has been deposi ted in respect of particular workers, working under the Contractor who are working in NCPOR along with the EPF and ESI number issued by concerned authorities.
- e. The statutory deductions like TDS, GST, etc., recovery of balance security de posit and penalty as per penalty clause, if any, will be made from the payment of bills as applicable.
- f. Proportionate amount will deducted if the contractor fails to comply with any responsibilities under the contract.
- g. If the maintenance is not carried out satisfactorily for the gardens/lawn or if the labourers are not following the instructions of NCPOR official, then the proportionate deduction in the rate will be effected in the bill for non-maintenance of garden/lawn, further remedial action including reduction of payment on pro-rat a basis shall be taken from contractor's running account bills. If same is continued, the contract shall be liable for termination.
- h. In case the contractor fails in fulfilling the obligations fully and in time, NCPO R shall have the absolute right to take up the work at the contractor's risk and recover any such expenses from the amount due to the contractor including se curity deposits.
- **4. PENALTY CLAUSE:** The penalty and deductions shall be as per GeM Service Level Agre ement. NCPOR reserves its right and discretion to terminate the contract on account the nu mber of instances of levy of fine / penalties under the contract.

5. SAFETY OF THE WORKERS

- 4.1 The contractor shall be responsible for and shall pay any compensation to his workmen under the Workmen's compensation Act 1923 for injuries caused to the workmen.
- 4.2 The contractor shall be responsible for and shall pay the expenses or provide any medical aid to any workman who may suffer bodily injury as a result of an accident.
- 4.3 The contractor shall provide all necessary personal safety equipment a nd first aid apparatus available for the use of workers employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall c omply with following regulation in connection therewith.
- 4.4 The workers shall be required to use the equipment so provided by th e contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- 4.5 When work is carried out in proximity to any place where there is risk of drawing all necessary equipment.
- 4.6 Any injury/accident/death to the worker during the contract period sh all be the responsibility of the contractor, and the compensation, etc. payable under the labour laws shall be paid by the contractor.

6. RECORD TO BE MAINTAINED BY CONTRACTOR

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

tody of Administration prior to commencement of the work.

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

7. UNSATISFACTORY WORK:

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

8. OTHER CONDITIONS

- 8.1 The contractor shall not sublet or assign his contract to others.
- 8.2 Except where otherwise specified in the contract the decision of the Direct or, NCPOR, Vasco-da-Gama, Goa, shall be final and binding on all parties of the con tract upon all questions relating to the meaning of the specifications, nature of wor ks, etc, or as to any other question, claim, right, matter, or thing whatsoever, in an y way arising out of, or relating to the contract, etc, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion, or abandonment thereof.
- 8.3 If the contractor stops the work in between on personal or financial ground s, etc. for more than seven days after the commencement of works, the competent authority of NCPOR shall issue a notice to the contractor to this effect, and the work order stand cancelled.
- 8.4 The contractor should commence the works within seven days from the da te of receipt of the notice, failing which the contract shall be terminated. The decisi on of the Director, NCPOR, Goa, will be final in this regard without prejudice to any other rights or remedies whatsoever.
- 8.5 It is the responsibility of the contractor to provide essential items like gum boots, Hand gloves, safety face mask, raincoat, umbrella etc, to his/ her employees.
- 8.6 The contracting agency shall also be responsible for cleaning roads adjoining the gardens. This work includes cleaning the roads with brooms, dusting, and re

moval of weeds, grass, and unwanted plants/shrubs etc., that grow on the sides of the roads.

- 8.7 Contractor will be fully responsible for all legal matters arising out of the c ontract. The contractor should not allow his workmen to join any labour Union/Associations. If any the workman if found in such Unions, the contract will be terminated at once.
- 8.9 The contractor shall be fully responsible for discipline of his workers in mai ntaining the cordial atmosphere in the campus and also to maintain the dignity of the institute.
- 8.10 Bonus and other additional facilities to worker is responsibility of the contractor. The Institute shall not pay anything extra over and above the quoted amount.
- 8.11 Contractor should comply with all regulations of Provident Fund, ESI, labou r etc. The proof of payment of minimum wages etc. To the worker shall be submitted along with bill periodically as per latest Govt, Guidelines.
- 8.12 In case of any dispute on any matter the same will be referred to Director, NCPOR and his decision will be final and binding on all the parties. I. During currency of contract, if any legal disputes arise, will be subject of jurisdiction of State of Go a only.

9. PAYMENT OF WAGES:

It will be the responsibility of the contractor to ensure wages as per relevant notification issued by the Government of India/ State of Goa from time to tim e. The Service Provider shall indemnify NCPOR against any payment that is t o be made under and for observance of all applicable laws and rules. The Ser vice Provider shall make payment to the labour deployed at NCPOR under the contract by 7th day of each month, the wages of the previous month. The Ser vice Provider shall pay to labour deployed at NCPOR, wages not less than the monthly minimum wages prescribed by the Government of India or State of Goa, whichever is higher and as revised from time to time. Changes in Minim um Wages as per Govt. regulation will be paid on actual by the tenderer / con tractor. There will not be any escalation given, for fixed/extra allowances or e xpenses incurred by service provider and the minimum wages defined by Go vt. Authorities. Any additional burden (financial or non-financial) due to changes in above regulations shall be immediately applicable at no additiona I cost implication to NCPOR. For the purpose of fixation of wages, the manpo wer deployed under the contract shall be reckoned under 'Construction or Ma intenance' category as mentioned in the Order No. F.No.1/6(1)/2025-LS-II dat ed 28.03.2023 issued by the Government of India, Ministry of Labour & Empl ovment.

10. Price Bid Proforma:

The bidder shall ensure that the total price quoted by bidder and the grand t otal in the price bid proforma (to be uploaded as excel sheet) are same. Refe r page 3 of this bid document for 'Price Bid format'.

Disclaimer/अस्वीकरण

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 <u>attached categories</u>, 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 <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---