

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	13-05-2026 09:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	13-05-2026 09:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	180 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Defence
<b>विभाग का नाम/Department Name</b>	Department Of Defence
<b>संगठन का नाम/Organisation Name</b>	Armed Forces Tribunal
<b>कार्यालय का नाम/Office Name</b>	*****
<b>वस्तु श्रेणी /Item Category</b>	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
<b>अनुबंध अवधि /Contract Period</b>	1 Year(s)
<b>बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	32 Lakh (s)
<b>उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *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
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

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 :

**OFFICER-IN-CHARGE**

VISAKHAPATNAM, Department of Defence, Armed Forces Tribunal, Ministry of Defence  
(Cdr Manoj Kumar)

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. 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.

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required****Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
25-04-2026 09:00:00	NAVAL COAST BATTERY (V), MAHARANIPETA, VISAKHAPATNAM

**Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard ( 4 )****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
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	High School
Ex Servicemen	Optional
Age Limit	Up to 45 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	Driver's License
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	Andhra Pradesh
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Title For Optional Allowances 1	0
Title For Optional Allowances 2	0
Title For Optional Allowances 3	0

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
<b>कोर / Core</b>	6

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Visakhapatnam	4	<ul style="list-style-type: none"> <li>• Tenure/ Duration of Employment (in months) : 12</li> <li>• Basic Pay (Minimum daily wage) : 893</li> <li>• Provident Fund (INR per day) : 60</li> <li>• EDLI (INR per day) : 2.5</li> <li>• ESI (INR per day) : 0</li> <li>• EPF Admin charge (INR per day) : 2.5</li> <li>• Bonus (INR per day) : 0</li> <li>• Optional Allowance 1 (in Rupees) : 0</li> <li>• Optional Allowance 2 (in Rupees) : 0</li> <li>• Optional Allowance 3 (in Rupees) : 0</li> <li>• Number of working days in a month : 30</li> </ul>

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

1. **Generic**

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

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1.The service charges has been kept at a Minimum of 6%. Accordingly Minimum Floor Price of the Tender has been set Considering 6% service Charges. Quote from bidder with service charges less than 6% shall not be Considered.

2.Protection against Firm's default/ Penalty clause: In order to Protect the interest of employees towards timely and legitimate disbursement of salary, following clauses are added :-  
 (a) As per the contract labour (Regulation and Abolition) Act, 1970. in case the contractor fails to make payment to wages with in the prescribed period or makes short payment, then the principle employer (i.e. Buyer) shall make payment of wages in full or the unpaid balance due, as the case may be to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deducting from any amount payable to the contractor under any contract on as a debt payable by the contractor.

(b) Penal action against the firm defaulting in timely and legitimate payment of salary shall be taken in accordance with para 2.2 of manual for procurement of consultancy & Other services, Jun 2022 and para 3.4 of DPM 09 which may include debarment or removal from the list of approved firms for a period which may extend up to two years.

3. Registered Local Office. Registered office of participated firm is required to be located in consignee city to co-ordinate the services unit entrusted and to resolve any issue arising with carrying out contract as per contractual obligations. In support the service provider has to submit documentary proof of office address, with landline/ mobile number of the contract person failing which the bid offer will be rejected during technical evaluation. Self declaration will not be accepted.

4. Bidder should not be bankrupt, documentary evidence to be produced for the same self declaration will not be considered as valid document.

5. Following Conditions will lead to forfeiting of PBG of the contractor directly without any warning letter.  
(i) Non Adherence of minimum wages Act 1948. i.e. The contractor should ensure payment of minimum wages (Either Equal or more than minimum wages).  
(ii) Non Payment of workers on time (By 07th day of successive month).

6. Contractor should follow and deal with all correspondence by labour Commissioner post conclusion of contract.

7. Contractor will be provided time period not more than one month issuing the third warning letter for reply, failing which contract will be terminated.

8. Run L1 Option. In case of Multiple L-1 will be exercised.

09. All documents enclosed with the Bid have to be complied by the Bidder.

10. Experience. Firms should have undertaken similar work in any of the Defence Organisations in Visakhapatnam/ ENCL. MSEs and startup firms also to have mandatory prior experience in providing similar type of services. Documentary proof of past experience of at least three years should be submitted.

11. Performance Guarantee. The Bidder will be required to furnish a performance guarantee certificate by way of bank guarantee FDR through public or private sector banks authorised to conduct government business of a total sum of 5% of the contract value.

12. Paying Authority. No advance payment will be done. Payment will be made on monthly basis post completion of supply work through CDA(N) Vizag.

13. Unsatisfactory Performance. The Bidder will be rejected in case of unsatisfactory performance in running contracts. Firms previously issued with warning letter for non-compliance of contractual terms & conditions are liable to be technically disqualified from future tenders of this unit. On second occasion of defaulting. Revocation of PBG will be undertaken subsequently, short closure of contract will be undertaken for any further issue of the firm.

14. Financial Position. The firm should have a sound financial position to continue to provide service for a period of minimum of three months irrespective of clearance of bills by paying authority due to want of correct documents from service provider or any other unforeseen reasons.

15. Firms should till the certificates duly attached in the ATC and upload along with the other bid documents for technical evaluation. Firms failing to do so are liable for rejection.

16. Firms not replying to queries based on technical bids within the specified time will be rejected.

17. Submission of escalation matrix document for service support are to be submitted as per format uploaded in the bid along with the other technical documents.

18. Bid Security Declaration. Bidders to sign a Bid securing declaration on firm's letter head accepting that if they withdraw or modify their bids during the period of validity or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for bids document they will be suspended for the period of one year (time specified in the request for bids document) from being eligible to submit bids for contracts with entity that invited the bids. The bid declaration as per format be submitted along with other technical documents.

19. Non Disclosure Declaration Certificate. Non Disclosure declaration certificate is to be submitted as per the format uploaded in the bid along with documents.

20. The firm should produce valid GST certificate falling which the firm is liable for rejection.

21. Bidder should produce have paper vendor code and should submit the documents take pan card GSTIN, cancelled cheque, NEFT mandate duly certified by bank.

22. Buyer reserves all the rights to cancel the bid at any time without specifying the reasons.

23. In the matter of any dispute, the decision of the buyer of the organisation will be final.

24. In case any mishappening/ causality occurs then there will be no responsibility of any officer of the organisation.

25. The firm should enclose valid labour Registration Certificate, Same should to be submitted along with technical bids.

26. The firm should enclose valid EPF registration and ESI certificate.

27. The contract awarded firm (L1 firm) must submit PBG the contract within 30 days post award of the contract.

28. Acts applicable to Contractors. the Contractor shall remain liable for the payment of all wages and other moneys/allowances to his work people or labours or employees under the payment of wages act-1936. Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, or any other Act or enactments relating thereto and rules framed thereunder from time to time .

29. Safety Equipment. The Contractor Shall arrange for necessary safety equipment, including personal protective Equipment (PPEs) but not limited to protective clothing, helmets, goggles or other garments or equipment designed to protect the wearer's body from injury or infection, including raincoat or Mackintosh, He shall also ensure judicious use of the same by his employees and such arrangement Will be made at his own end and cost, with no additional liability to the cost arising therefrom to the Government/ Indian Navy. Provided further that in case of failure to arrange or ensure judicious use of the safety equipment, the Contractor Should be liable to pay a penalty of Rs.50 for each default deposited to the Government of India vide Military Receivable Order (MRO) within 04 Working days of notifying the default.

30. Medical Treatment. The Contractor shall Conform generally to the sanitary requirements of the Local Medical and Health Authorities. In the event of any injury (major and minor) Sustained by his employees in the premises of this establishment during execution of work/ course of duty, The Contractor shall ensure shifting of the employees nearest civil hospitals and further treatment to the injured at his own end and cost , with no liability to the cost arising there from to the Government / Indian Navy. First Aid will be Provided by this establishment, as feasible.

31. Reporting of Accidents/ Incidents. In the event of accident/ incident involving any employee of the Contractor, within the Premises of this establishment, the same should be intimated to the Contract Operating Authority by the Contractor through the Fastest Available Means (FAM).

32. Security Provisions. The Contractor and his employees shall adhere to all local security orders issued by competent authority, from time to time. In addition, the contractor and his employees shall be subject to the Official Secrets Act 1923, as amended from time to time.

33. Wages and Allowances. Contractor is required to pay salaries /wages to his employees working in this establishment at the location first on their own and then claim payment from the buyer along with all statutory documents like remittance of PF Subscription ,copy of wages slip, along with a copy of the bank statement remitting wages/ salaries to respective bank account of the employees. wages paid shall be wage conditions promulgated by Govt of India /ministry of labour and employment, such that , the minimum wages and related allowances shall be paid as is disseminated by Central Govt/ State Govt/ Local Self Government , Whichever being higher. The responsibility of factoring the same rates with the bidder / contractor exclusively and will be enforceable during currency of the contractor. subject to Periodic revision in such Promulgated minimum wages. Payments are to be done not later than first week of the following month , for the previous month .

34. Non Adherence to the payment terms. In case ,the Contractor fails to make payment of wages and allowance to the Contractual employees in time as per terms and conditions of the contractor, the buyer will have the right to revoke PBG and process the payment through the employees in addition to cancel the contractor . Firms not fulfilling contractual obligation , despite warning letter will be technically disqualified from other tenders due to poor response.

35. Levy of Additional Charges. Any additional charges levied (including but not limited to placement charges, administrative charges, bonus clearing charges, stationery charges, uniform charges , employee hiring charges, employee retention charges, managerial charges or any charges /fees/commissions/ contribution to this effect) levied by the contractor on his employees provided vide contract in this establishment, should be unambiguously and categorically included in the bid amount /financial implication of the contract. The same will be categorised during awarding of contract and cannot be deducted from the wages/salaries of the employees if not forming part of the financial implication of the contract , otherwise explicitly mentioned. The liability of the Government / Indian Navy will be restricted to the financial implication of the contract and no additional liability will be incurred for the same towards the contract being operated.

36. Inspection. Conformity of the contractor to the provisions stipulated above will be examined by the Contract Operating Authority and /or his authorised representative at any time during currency of the contract . The same is part of post contract evaluation process by competent authority towards assessing the contractor's quality, delivery, commitment and adherence to the safety standards. Non Compliance to the aforementioned provisions shall also invite penalty/ invoking of liquidated damages(LD), as decided by the competent authority.

37. Employment. The employment, as part of this contract, is contractual and the employees cannot claim permanency of employment on grounds of continued tenure. The rights of employment shall be restricted to that of contract employees (irrespective of period of employment) as per extant regulation and the liability of the Government of India / Indian Navy shall be restricted to that of a principal employer, whatsoever. The contractor is wholly and severally liable for his employees and the conditions of employment are to be agreed upon by his/her employees, when employed as part of this contract, with liability of the same mandated to the contractor performing the contract.

38. Definition. The following definitions are considered for the same:-

(a) Contractor. "Contractor" means the individual or firm company whether incorporated or not, undertaking the contract including legal personal representative of such individual or the persons composing legal personal representative of such individual or the persons composing such firms or company or the successor of such individual or firm or company and the permitted assigns of such individuals or firm or company.

(b) Employee. Employee /labour/ worker/ work people mean all personnel employed by the contractor in this establishment part time /full time as part of this contract.

(c) contract operating Authority. Contract operating Authority (COA) means the Material Superintendent , Material Organisation, Visakhapatnam and or his authorised representatives assigned to execute/ operate/ s

supervise/ inspect the work being carried out as part of the contract.

39. Risk & Expense clause:

(a) Should the services or any installment there of not be delivered within the time or times specified in the contract documents or if not as per asked services is made in respect of the services or any installment here of the buyer shall after granting the seller 45 days to cure the breach be at liberty without prejudice to the right to cover liquidated damages as a remedy or to the breach of contract to declare the contract as cancelled either wholly or to the extent of such default.

40. Option Clause and Repeat Order: Provision of repeat order and option clause should not be made as a matter of course in the RFPs as these clauses have an impact on price. Either or both these clauses may be provided in the RFP only in exceptional circumstances, where the consumption pattern is not predictable, with the stipulation that while exercising one or both these clauses the overall ceiling of fifty percent of the originally contracted quantity will not be exceeded.

41. Fall Clause: The price charged for the services provided under the contract by the seller shall in no event exceed the lowest prices at which the seller bids the services or offer to provide services of identical description to any persons /organisation including the buyer or any department of state government as the case may be during the period till performance of all supply order placed during the currency of the contract is completed.

42. Force Majeure clause: Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract) if the non performance results from such force majeure circumstances as flood fire earth Quake and other acts of god as well as war Military operation blockade Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

43. Buyer reserves all the rights to cancel the bid at any time without specifying the reasons.

44. In the matter of any dispute the decision of the buyer of the organisation will be final.

45. Retention of existing resources; In this contract, existing trained resources are to be retained by the outsourcing firm. The buyer shall be responsible for ensuring compliance with eligibility requirements of those retained resources as per the contract. Further, it is the buyer's responsibility to provide requisite documentation & other details pertaining to EPF, ESIC etc. required for on boarding of such resources with the new service provider. In case replacement is required they will be replaced on mutual agreement between the consigner /consignee.

46. PASARA LICENCE Valid PASARA (private security agency (Regulation) Act 2005 licence is mandatory to be submitted in the bid, otherwise the bid offer will be rejected during technical evaluation.

47. The Seller /Bidder can be disqualified on Recommendation of Board in Technical Evaluation Stage, if found problem Creator /perpetual defaulter in any case with present Unit/ Headquarters.

48. Certificate of Acceptance. Bidder should mandatorily provide a certificate clearly indicating that he/she acceptance all the conditions mentioned in the Bid documents including Buyer Added Bid specific ATC.

49. Provision of extend upto one year post completion of contract period if work found satisfactory and with mutual agreement of both parties at same term and conditions.

3. **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.

#### 4. **Generic**

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

#### 5. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 6. **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.

### अस्वीकरण/**Disclaimer**

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.

12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

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

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