

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	31-07-2025 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	31-07-2025 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Agriculture And Farmers Welfare
विभाग का नाम/Department Name	Department Of Agriculture Cooperation And Farmers Welfare
संगठन का नाम/Organisation Name	National Seeds Corporation Limited (nsc)
कार्यालय का नाम/Office Name	Head Office Beej Bhawan Pusa Complex New Delhi
वस्तु श्रेणी /Item Category	Security Manpower Service (Version 2.0) - agriculture farm Central Govt; Unarmed Security Guard
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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

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 बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
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	14000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	50000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

National Seeds Corporation Limited (NSC)-CSF Jawalgera
Head Office Beej Bhawan Pusa Complex New Delhi, Department of Agriculture Cooperation and Farmers Welfare,
National Seeds Corporation Limited (NSC), Ministry of Agriculture and Farmers Welfare
(Farm Head)

विभाजन/Splitting

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. 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.

8. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

9. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:The tenderer should have experience of minimum two years for providing security govt. / public sector or minimum three years in private sector. The agencies having desired experience and registered

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:three

Additional Conditions specific to this bid:The number of security guards/man power required to be engaged in a particular month may vary based on the need and requirement of the farm which is being decided by the farm authority from time to time.

Competent Authority Approval for the additional conditions:[1753333541.pdf](#)

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1753333519.pdf](#)

Security Manpower Service (Version 2.0) - Agriculture Farm Central Govt; Unarmed Security Guard (51)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Type of Establishment / Area	agriculture farm Central Govt
Category of Profile	Unarmed Security Guard
Category of Skills	Semi skilled
Gender	Male
Duty Hours in a day	8
Qualification	Not Required
Ex Servicemen	Optional
Age Limit	Up to 40 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	should possess the 2 wheeler driving skill
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 , Karnataka , Maharashtra , Tamil Nadu , Telangana
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Chethan Gaddeppa Baraker	584143,Jawalgera, P.O. VIA Sindhanur Distt Raichur	51	• Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 12 • Basic Pay (Minimum daily wage) : 760 • Provident Fund (INR per day) : 91 • EDLI (INR per day) : 3.8 • ESI (INR per day) : 6 • EPF Admin charge (INR per day) : 0 • Bonus (INR per day) : 63.31 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0

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

NATIONAL SEEDS CORPORATION LIMITED, CENTRAL STATE FARM, JAWALGERA

GENERAL TERMS AND CONDITIONS OF THE CONTRACT:

Terms & Conditions for providing Security Contract manpower to prevent the damages to crops & movable/immovable property of 2960 hectare Farm Area including Residential Colony, Guest House, Office premises, Workshop, Fisheries unit, Fodder Block, Fodder haystacks, Godowns etc. as well as their safety from Fire.

1. The security contract will be for a period of one year i.e. from the date of issue

of work order. which can be extended for 6 months/ One year with same terms and condition at the discretion of the Competent Authority, if the service so provided found to be satisfactory. Similarly Competent Authority may cancel the contract at any stage or reduce the period of contract after giving 15 days' notice, without giving any reason thereof.

2. The tender will have two parts i.e, Technical & Financial bids.

Ø The contractors have to offer their rates in the financial bid for providing security man power at the farm. The bidders will have to submit copies of required documents for technical bids as per Annexure-A.

3. Security deposit for an amount of Rs. 4,00,000/- (Rupees Four Lakh Only) will have to deposit through RTGS in our Bank A/C (**Bank - STATE BANK OF INDIA, A/c Name- NATIONAL SEEDS CORPORATION LIMITED A/c No.- 34019001808 IFSC Code-SBIN0007861**) or through DD in the name of "National Seeds Corporation Limited" payable at SINDHANUR or in the form of insurance surety bond or fixed deposit or bank guarantee from any of the commercial banks by the successful tenderer within 5 days of receipt of the work order. The security deposit will be refunded without any interest on successful completion of security contract.

4. The tenderer should have experience of minimum two years for providing security govt. / public sector or minimum three years in private sector. The agencies having desired experience and registered with The Director General of Resettlement Department, Govt. of India may also participate.

5. The individuals/agencies who have been involved in any anti-farm activities or black listed by any government/public sector department will not be eligible to participate in the tender. The tenderer should not be the relative of blacklisted person, like his wife, son & any other relative. The tenderer should not be a relative of any employee of the farm/corporation.

6. The deployed manpower will have to ensure the security of all movable/immovable properties of the assigned sensitive point of Farm Area including Residential Colony, Guest House, Office premises, Workshop, Fisheries unit, Fodder Block, fodder haystacks, godowns etc. as well as their safety from Fire and whole responsibilities regarding the security aspects of such properties will be lying upon the contractor. In case, any loss occurred to Farm's properties in the allotted security area of the farm, the committee constituted by the Competent Authority will assess the quantum of loss and the same will be recovered from the monthly bill and/or security deposits of the contract and if required, the contract will be cancelled after giving 15 days notice.

7. **The number of security guards/man power required to be engaged in a particular month may vary based on the need and requirement of the**

e farm which is being decided by the farm authority from time to time.

8. Since the presence of the contractor is very much essential for the security of all movable and immovable properties of the farm and to properly supervise the security personnel deployed for security duties, either the contractor or one of his authorized supervisors should reside at the farm and follow the instructions of Security Officer of the farm during the contract period. The contractor will be responsible for 24 hours security of the farms' properties. He or his authorized supervisor cannot be absent from the farm for a long duration without intimation to the Security Officer. If the contractor voluntarily quit the security work during the contract period, then, nothing will be paid to him and security deposits will be forfeited.
9. The contractor will depute only skilled security guards aged between 18 to 50 years for the security of all farm properties standing crops, trees, plants, woods, farm machineries, engine pumps, diesel, boundaries and buildings, fodder blocks, fisheries unit, haystacks, godowns, seeds and agrochemical stocks etc. in different chaks/points as informed by Security Officer and his subordinates. The complete security material i.e. uniform, whistle, lathis, and torch etc. will be provided to the security personnel by the contractor. The NSCL will not provide any material & Vehicle. The contractor has to arrange the same.
10. The contractor will have to ensure that all of his security personnel and supervisors shall discharge their duties with integrity and honesty and should not indulge in the negative, unlawful activities/incidence detrimental to the interest of the farm. All of his security personnel should make good liaison with all farm officers and officials. Any of his security personnel can be discontinued by the Security Officer of the farm without assigning any reasons. Verification of Character & Antecedents of the security guard/ labourer to be engaged / deployed will be submitted by the contractor on their engagement.
11. The roaming cattle/unauthorized sheep/goat will be caught by the security personnel of the contractor and sent to cattle-house of the farm without causing any injury to them. The contractor should be abiding by the existing rules/regulations and Acts regarding Environment and Animal Protection and he will be responsible for violation of any such regulations.
12. The contractor should abide by all existing rules and regulations of labour Laws /Acts and legislation and he will be sole responsible regarding this. The wages of security personnel will be paid up to 7th day of every month by the contractor as per the minimum wages Act 1948 applicable on Karnataka and if he does not do so, the bill of the contractor will not be paid by the farm. He should also submit the proof of EPF/ESI pay & Payment of wages to security personnel engaged every month after that his monthly bill will be paid.

13. The contractor should strictly abide by all the instructions given by the Security Officer of farm from time to time. If the contractor fails to maintain the security aspects of the farm and violates any of the terms and condition written herein-after, the farm management will cancel the contract and forfeit the whole security deposits without assigning any reason thereof.
14. The Contractor is liable for paying any tax as per applicable rules/act.
15. The Contractor should pay the compensation; if any, payable to any of his security personnel due to injury or disablement, snake bite and he should also be abide by the labour Act and Rules. The personnel supplied by the contractor will be the employees of the contractor & there will be no master servant relationship between the NSC & the Contract labour/security guard. The whole responsibility of his men and material will be that of the contractor. He should also ensure the minimum wages and all benefits to his security personnel under the provisions of existing Rules, Regulation and Acts of State/Central Government and also ensure insurance scheme coverage of the security personnel, if they are not covered under the ESI by the contractor, failing which security contract will be cancelled and security deposits will be forfeited.
16. The contractor will have to submit the details of the particular security personnel to be engaged before engagement to the Security Officer on monthly basis.
17. If the contractors do not perform the security of the farm properties in the events of occurrence of any unforeseen natural calamity which are beyond the control of human beings, the decision of the farm management will be final in this regard.
18. The contractor will not be allowed to sub-let the contract to any other firm/company, directly or indirectly. In the event security contractor contravening this condition, NSC shall be entitled to terminate the contract & Forfeit the EMD Security Deposit.
19. The work of security should be executed up to the satisfaction of the Farm Authorities and the contractor should strictly abide by the instructions given by the Security Officer from time to time. If the contractor fails to maintain the security aspects of the farm and violates any of the terms and conditions written therein-, the work allotted shall be cancelled and the entire amount paid including security shall be forfeited.

20. If any negligence on the part of security personnel is occurred at any sensitive security points of the farm, then, a deduction of Rs.1000/- per point per day will be made by the farm from the monthly bill of the contractor without serving any notice.
21. The Contractor has to execute an agreement in Rs. 500/- non judicial stamp paper incorporating all the terms and conditions of security contract and have to sign on each page.
22. Contractor should have the knowledge in English & Hindi, apart from local language.
23. Proof of having registered Branch Office in Karnataka/Raichur.

ARBITRATION CLAUSE:

In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

The terms and condition have been announced/readout before the auction and/or told to me in my local language.

I have gone through the terms and condition of the above contract or I have been explained the essence of the contract in my local language and I hereby agree & abide by the above condition and all these terms & condition will be a part of agreement between Central State Farm, Jawalagera and me. The agreement is signed by me without any prejudice/pressure/before the witnesses in full conscience.

I/We sign this contract.

Signature of the Contractor

Head of the Farm
CSF, Jawalagera

Witness 1.....

Witness 1.....

Witness 2.....

Witness 2.....

ANNEXURE -A

Form for Technical Bid

**The Farm Head,
National Seeds Corporation Limited,
Central State Farm, Jawalgera,
Tq. Sindhanur, Distt. Raichur,
KARNATAKA-584143.**

—

Subject: Tender for providing security to movable & immovable property at the farm.

Sir,

I/We _____ (Specify the status of the contractor i.e., whether proprietary concern, partnership, company etc. and attach particulars thereof) having read the tender documents and the various terms and conditions of contract attached herewith, hereby agree to abide by the same.

1. Name of Tenderer: _____
—
2. Permanent Address: _____
—
3. Telephone No. _____ Mobile No. _____
4. PAN No. _____ (Copy must be enclosed)
5. GST No. _____ (Copy must be enclosed)
6. ESI Registration No. _____ (Copy must be enclosed)
7. PF Registration No. _____ (Copy must be enclosed)
8. ID No. (Voter ID/ Aadhar Card, etc.) _____ (Copy must be enclosed)

9. Experience details: _____ (Copy must be enclosed)
10. Registration details with labour department _____ (Copy must be enclosed)
11. Security Service License issued under PSAR Act, 2005 (Copy must be enclosed)
12. Undertaking on Rs.50/- stamp paper regarding Non- blacklisting/debaring of the Firm by any Central/PSU/Quasi Govt. / Autonomous Body. (Copy must be enclosed)
13. Name of representatives of agency, participating in tender process (authorization certificate.) in company's letter head. (Copy must be enclosed).
14. A copy of any other registration taken from Government Department for running the business of Security Agency in compliance of statutory requirement. (Copy may be enclosed)

Appendix-I

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UNDERTAKING

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This is to undertake that, _____ (Name of the

Organization) is having its branch office in Karnataka / Raichur which is situated at".....

.....

....."

....."

Signature of Authorized Signatory:- _____

Name: _____

Designation: _____

Name of the Firm/Company: _____

Full Address: _____

Stamp: _____

Date: _____

Place: _____

3. Payment

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

अस्वीकरण/**Disclaimer**

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---