



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/6138841  
Dated/दिनांक : 28-04-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-05-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-05-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Ports, Shipping And Waterways
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Indian Maritime University
Office Name/कार्यालय का नाम	Mumbai Port Campus
क्रेता ईमेल/Buyer Email	buyer1.imu.mumbai@gembuyer.in
Item Category/मद केटेगरी	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	150 Lakh (s)
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 छूट	No

<b>Bid Details/बिड विवरण</b>	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *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>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	Yes ( <a href="#">Arbitration clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
<b>Mediation Clause</b>	No

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	501271

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	38

(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/लभार्थी :**

Mumbai Port Campus  
Mumbai Port Campus, NA, Indian Maritime University, Ministry of Ports, Shipping and Waterways  
(Indian Maritime University)

**UIN Number NCTGC2415P**

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

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

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Geographic Presence: Office registration certificate:**Mumbai/ Navi Mumbai/ Thane

**Scope Of Work For the Service:**[1745840066.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
09-05-2025 15:00:00	Through Video conferencing. Interested bidders are requested registered themselves for participating in the pre-bid meeting. For registration bidders are requested to send email on procurement.mumbaiport@imu.ac.in on or before 07.05.2025 with following details: (1) Name of Firm: (2) Email ID: (3) Firm Registered Office Address: (4) Name & Designation of Authorized Representative: (5) Firm Contact No.: (6) Mobile No. Authorized Representative for participating in pre bid meeting. The link for pre-bid meeting to the registered bidders will be sent through mail.

**Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor ( 2 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Security Supervisor
Category of Skills	Highly Skilled
Gender	Male
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Yes
Age Limit	Up to 55 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	Driver's License
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
----------------	--	-------------	---------------------------------	--

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Harish Chandra Upadhyay	400033, Indian Maritime University-Mumbai Port Campus (LBS College & MERI), Hay Bunder Road, Mumbai - 400033	2	<ul style="list-style-type: none"> <li>Number of working days in a month : 30</li> <li>Tenure/ Duration of Employment (in months) : 24</li> <li>Basic Pay (Minimum daily wage) : 1304.73</li> <li>Provident Fund (INR per day) : 69.23</li> <li>EDLI (INR per day) : 2.88</li> <li>ESI (INR per day) : 26.25</li> <li>EPF Admin charge (INR per day) : 2.88</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> </ul>

**Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard ( 15 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>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	Secondary School
Ex Servicemen	No
Age Limit	Up to 55 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	Driver's License , Martial Art Certificate

Specification	Values
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Harish Chandra Upadhyay	400033,Indian Maritime University-Mumbai Port Campus (LBS College & MERI), Hay Bunder Road, Mumbai - 400033	15	<ul style="list-style-type: none"> <li>• Number of working days in a month : 30</li> <li>• Tenure/ Duration of Employment (in months) : 24</li> <li>• Basic Pay (Minimum daily wage) : 981</li> <li>• Provident Fund (INR per day) : 69.23</li> <li>• EDLI (INR per day) : 2.88</li> <li>• ESI (INR per day) : 26.25</li> <li>• EPF Admin charge (INR per day) : 2.88</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> </ul>

**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. **Generic**

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

Indian Maritime University  
Mumbai Port Campus  
LBS College and MERI  
Hay Bunder Road  
Mumbai 400033  
.

3. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. **Forms of EMD and PBG**

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

Indian Maritime University, Mumbai Port Campus  
payable at  
Mumbai  
.

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.

5. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

6. **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.

7. **Buyer Added Bid Specific ATC**

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

8. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

9. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

10. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

#### 11. **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.

#### 12. **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.

#### 13. **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

Indian Maritime University, Mumbai Port Campus  
payable at  
Mumbai

. 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.

#### 14. **Forms of EMD and PBG**

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

Indian Maritime University, Mumbai Port Campus  
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 15. **Service & Support**

The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

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

Text Clause(s)

##### **Scope of Work**

1. Details of personnel, Location, Numbers, Weekly off, Working hours etc.
2. The Vendor will depute 02 Nos. of Ex- Serviceman Security Supervisor and 15 in Nos. Security Guards. This number may increase or decrease as per the requirement. The vendor will provide the

additional manpower within 07 days of request from IMU.

3. General: Shift, Fitness, Uniform, Attendance, Amenities, Bio-data & Antecedents
4. The security personnel should be deployed in shifts.
5. The security personnel should be provided with Uniform, Torch light, Lathi, Shoes, Whistle etc. by the contractor **at his own cost**. Penalty may be imposed by IMU-MPC for personnel who are not in possession of these above.
6. Attendance of personnel will be maintained in a register and the same may be sought by IMU-MPC for verification on the 1<sup>st</sup> Servicing day of the following month.
7. Food, Accommodation arrangements for the personnel will not be provided by IMU-MPC and hence shall have to be made by the contractor.
8. Before deployment of staff, bio-data should be submitted in 1:3 ratio and IMU authorities will select them after holding interview. In case of any changes in deployment, the same is to be intimated to IMU authorities within 24-hours of the same. IMU-MPC reserves the right to reject any person posted in IMU-MPC without assigning any reason.
9. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the IMU-MPC.
10. Fire fighting system will be responsibility of bidder, security staff must trained in this area. Preference will be given to the person who possess certificate of training of fire fighting.
11. Service provider and its staff shall take proper and reasonable precautions to preserve from theft, loss, destruction, waste or misuse of the areas of responsibility and custody of the Campus as whole which include properties and assets of IMU-MPC given to them by the IMU-MPC and shall not knowingly lend to any person or company any of the effects of IMU-MPC under its control.
12. The Service provider shall be responsible to maintain all property and equipment of IMU-MPC entrusted to it.
13. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with IMU-MPC as and when required by IMU-MPC.
14. All of the deployed staff should be well conversant of CCTV monitoring. Security Officer/Assistant Security Officer may be required to sit in the control room and do surveillance through CCTV camera and hence should be well versed with CCTV and security control function.
15. The Assistant Security Officer may be asked to do watch in case of exigencies which will be decided by IMU-MPC.
16. The personnel not holding ID card as mentioned in above Para can only enter the campus by having Gate Pass issued to them by appropriate authority and the security personnel deployed is required to ensure the compliance and should be aware of such procedures.
17. Any other person entering/existing the campus is needed to enter his/her name along with the time of entry and exist in the register maintained at the gate.
18. The service provider is responsible for the security of people, equipment, vehicles, the entire campus and can its access etc. IMU-MPC shall not bear any damage/claim of any nature caused out of the failure/ negligence of the security personnel in discharge of their duties. The Service provider shall indemnify IMU-MPC for any loss suffered by IMU-MPC in this regard.
19. The Security staff shall not accept any gratitude or rewards in any shape.
20. Personnel deployed shall have to do any other work assigned by the Director, IMU-MPC either directly or through authorized officers.
21. Report irregular incident (any incident involving theft, manhandling, scuffle, ragging etc.) at the campus in 'Occurrence Report' shift wise and submit details to IMU-MPC official.
22. Deployment of Security Guards will be as per the instruction of the authorities of IMU-MPC and the concerned authorities may monitor the same personally from time to time.

23. The Guards on duty will also take care of vehicles, scooters/ motorcycles /bicycles parked in the parking sites located within the premises of the Department and ensure that these are not parked in un-authorized places.
24. The Security Guard on duty shall not leave the duty location until his reliever. It is specifically being stressed that security guards on the post is required to be present on the security post all time during his duty hours and should be in a position to work for the entire stretch without demanding breaks. He should fulfill his natural needs like food. Under no any circumstances the security personnel will leave the post.
25. Night, third shift patrol guards whistle at the event of any emergency to draw attention etc.
26. Any other provisions as advised by the IMU-MPC may be incorporated in the agreement. The same shall also be binding on the service provider.
27. The security personnel are required to prevent assembly, strikes gheraos or such other incidents which require mob handling.
28. There should be no strikes, agitations and demonstrations, gheraos, cessation of work or such other incidents by the Security personnel of the Contractor in the Campus. Such actions are strictly not acceptable. The contractor should replace any such personnel, if found involved in such activity in consultation with IMU-MPC.
29. The Security Guards and Officers are required to assist Wardens and Instructors in day to day work in addition to their duties.
30. The personnel engaged have to be extremely disciplined and courteous with pleasant mannerism in dealing with the Officer /Staff/Students etc. and should project an image of utmost discipline. IMU, Mumbai Port Campus shall have the right to have any security guard removed in case of tenable complaints from Officer /Staff/ Cadets or as decided by representative of IMU, Mumbai Port Campus if the person is not performing the job satisfactorily or is considered to be undesirable or for any other reason deemed fit by IMU, Mumbai Port Campus. The contractor shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by IMU, Mumbai Port Campus.
31. Security personnel found smoking/drunk or sleeping on duty to be removed by the Contractor.

## **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 [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.

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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें 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---