

बिड दस्तावेज़ / **Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-04-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-04-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	West Central Railway
कार्यालय का नाम/Office Name	West Central Railway
वस्तु श्रेणी /Item Category	Custom Bid for Services - House keeping Upkeeping maintenance and catering arrangement of Officers Rest House complex for maintaining the cleanliness and providing all service ie complete job at 24 months at BEHR & BRGW under ADEN BEHR sub divisi..
समान श्रेणी/Similar Category	<ul style="list-style-type: none">Haulage & Housekeeping Services
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	15 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Bidder Turnover,Certificate (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड 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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Single 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	2977889.51
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
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	59600

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).

26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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।/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 :

Sr. DFM JBP
DRM office JBP
(Sr. Dfm Wcr Jbp)

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

एमआईआई अनुपालन/MII Compliance

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

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

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. 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.

5. 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.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1772776466.pdf](#)

Payment Terms:[1772776472.pdf](#)

GEM Availability Report (GAR):[1772776477.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1772776481.pdf](#)

Custom Bid For Services - House Keeping Upkeeping Maintenance And Catering Arrangement Of Officers Rest House Complex For Maintaining The Cleanliness And Providing All Service ie Complete Job At 24 Months At BEHR & BRGW Under ADEN BEHR Sub Divisi.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	House keeping Upkeeping maintenance and catering arrangement of Officers Rest House complex for maintaining the cleanliness and providing all service ie complete job at 24 months at BEHR & BRGW under ADEN BEHR sub division
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Akash Tiwari	482001,DRM Office	Project / Lumpsum Based	N/A

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. 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.

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. 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.

5. 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.

6. Forms of EMD and PBG

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

Sr. DFM WCR JBP
Account No.
36903591229
IFSC Code
SBIN0000390
Bank Name
State Bank of India
Branch address
Civil Lines, Jabalpur

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

7. 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

Sr. DFM WCR JBP

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.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SPECIAL CONDITION OF CONTRACT

1. The special conditions laid down here in additions to and in part suppression of the general condition of contracts of the West Central Railway. Where ever there is a conflict between special condition and general conditions, the special conditions shall always prevail.

2. The contractor should have to submit following valid documents with tender form otherwise contract shall summarily be rejected-

- (i) Registration for Employees and establishment from “Employees State Insurance Corporation” and “Commissioner Employees Provident Fund”.**
- (ii) Registration under Food Safety and Standards act 2006 for catering services.**
- (iii) Annexure- I- Declaration.**
- (iv) Annexure-K - Format for undertaking for Truthfulness/Correctness of the documents submitted/uploaded by the tenderer along with the tender document. D**

2.1. If the payment from Railway is delayed due to some reasons the contractor shall arrange payment to his employees from his own sources.

- 3. Schedule of service, scope of work, minimum man power requirement, material required by contractor are the integral part of special conditions of contract and shall form part of the tender documents and contract agreement.
- 4. Only one week time will be given to contractor for police verification and medical checkup of staff, arranging material tools and plant for housekeeping, arranging uniforms to staff and other preparatory works. If he fails to make all arrangements within 7 days, extra time will not be counted for payment.
- 5. The actual duty hours of staff should be regulated in such a way that there may not be any ground to claim any benefit under any relevant labour laws/act. Accordingly number of shift and number of persons should be made available. **The specified requirements in annexure B are the minimum requirements and less availability of staff will not be accepted.** In case of heavy workload contractor shall deploy extra staff to carryout the works satisfactorily. Nothing extra shall be paid for this. Suitable replacement for staff on weekly rest and absent should be deputed. The attendance of staff can be checked by the Railway Engineer or his representative any number of times in a day and at any time during the day/night. Required staff should be made available before staff relieved after his duty hours.
- 6. The contractor has to keep ready extra staff/persons with medical checkup and police verification for replacement of any regular staff due to any reason. List of such standby staff should be made available to Engineer in charge.
- 7. The staff deputed for housekeeping will also keep watch on unauthorized intruders.
- 8. All labour acts and laws shall be strictly followed by the contractor and he should indemnify the Railway from all claims, losses, etc. arising out of same. The cost incurred by the railways in this connection will become recoverable from the contractor.
- 9. There shall not be any claim against the Railways on account of non-compliance of the provisions in the Payment of wages act, Minimum wages act, Labour regulation act or any Other relevant laws and act of Central & State Govt.

10. The address and telephone/Mobile number of the supervisor and their substitutes shall be given to Railway Engineers or his representatives.
11. The supervisor and staff employed by the contractor shall abide by the instructions of the Railway Engineers or his representatives regarding up keeping of the rest house and would provide the services as laid down in the tender documents. They shall not be smoking and take intoxicants while on duty and should not be engaged in any immoral or illegal activities in the rest house.
12. The contractor has to remove or replace any supervisor or staff found unsuitable for the work in the opinion of the Railway Engineer, which shall be final and binding upon the contractor. This should be done within the 24 hours from date & time of the notice given by the Railway Engineer and they shall not be re-employed in the rest house without written permission of the Railway Engineer.
13. Staff/Supervisor should not have any criminal background verification report is necessary at the time of appointment of these staff. Antecedent particulars and address of contractor's labour has to be maintained by the contractor and duly verified copy should be made available to the Railway on demand.
14. Separate person shall be made available round the clock as security guard.
15. At least one person shall be made available round the clock as supervisor cum receptionist with one attendant for protocol as instructed by Engineer in charge.
16. Contractor's staff must be polite, alert, well dressed and obedient all the time and respond to the call of occupant and any inspecting official. If at any time due to any reason Engineer in charge orders to replace any staff, the same should be replaced immediately and this will be contractor's responsibility to make alternate arrangements within a day time.
17. If any occupant leaves the rest house without proper check out or without making payments or carries any material from rest house, contractor's staff will request him politely for depositing and in case of any failure, will inform in writing to Engineer in charge.
18. The Manager and receptionist should have cell phones and their numbers should be informed to railway officials.
19. Servicing of alcoholic drinks and immoral trafficking inside Railway premises is strictly prohibited and if any incidence is noticed, Railways can impose suitable penalty and will be free to terminate the contract with immediate effect without any notice for the same and contractor will be responsible for all such activities inside the Railway premises and will have to face prosecution and indemnify the Railway from all actions and claims arising out of the same.
20. The Railway official will conduct surprise checks to verify the occupancy of the rest house. If contractor sublets any portion of the Railway premises or if any unauthorized persons are found inside the rest house, railway will impose suitable penalty and also will be at liberty to terminate the contract with immediate effect without any notice. Unauthorized person can also be handed over to police/RPF.
21. Contractor will be responsible for any thefts and loss of Railway property. He shall indemnify the Railways from all claims of the occupants. Recovery will be made from the contractor for all losses incurred to the Railway.
22. For any losses or pilferage of contractor's equipments, railway will not be responsible in any manner.
23. No female member of the staff will be allowed to stay in the accommodation provided by the Railway.
24. A complain register shall be maintained and made available to the occupants on demands. Any complaints of the occupants shall be got recorded and signed by them and contractor shall give his compliance for the recorded and signed by them for the complain verified by the Railway Engineers representative. Similarly a suggestion book/feedback book shall be kept at the counter for suggestions and feedback of the occupants.
25. The rate quoted by the contractor is inclusive of all elements of labour and material including consumables, tools/ plants Dinner Set, Crockery, Tea Set etc. in kitchen equipments etc. and no material will be supplied by the Railways.
26. Kitchen, store, Reception counter and working space for contractor's staff will be given by the Railways at the appropriate location as demand fit by Railway Engineer free of cost. However other equipments i.e. gas stove, big utensils, crockery, commercial LPG cylinders and its refill has to be arranged by the contractor. In case of short term contract (Period less than one year) railway may provide some crockery, g

as stove and utensils as available, however no claim on this account may be made.

27. Contractor's supervisors & staff on duty should wear uniform and badges and keep identity and issued by Railway at contracts cost as approved by Railway Engineer which shall be procured by the contractor at his own cost.
28. Contractor shall submit medical certificate for his supervisor and staff from Railway approved medical practitioner. Supervisors and staff suffering from any kind of disease sickness shall not be permitted on duty.
29. The work is for 24 months from the date of acceptance of the tender and Railway will be at liberty to extend this period by another six month at same rates and terms and conditions as mutually agreed by contractor & Railways. Contractor shall give request for extension of the contract for such period before expiry of the contract. However final decision to extend the contract by such period will rest with the Railway Engineer. Payment will be made after every two months for calculation of quantity to be paid in months, as per calendar.
30. No electricity charges will be levied in the canteen for running refrigerator, oven, and toaster etc, however contractor will not be allowed to carry out any work with railway's electricity which is not in connection with railway's work. If any such incidence is noticed, a penalty of Rs 1000 per case may be imposed. In case of repeated incidences this may be a ground for termination of contract.
31. Items handed over to the contractor at the time of commencement of the contract, will be taken back in the same (working) condition at the completion of the contract.
32. The contractor shall deploy such personnel who have previous experience in handling/using the appliance for different works that require specialized handling.
33. The contractor shall in no case sublet/sub contract for the catering and caretaking services without the previous permission from Railway. If the contractor does so, the contract shall stand terminated without notice and the security stands forfeited.
34. The contractor shall provide his workmen with winter/summer uniforms as approved by the Railways. Engineer in charge Railway reserves the right to not to allow entry to any workman of the contractor whose uniform is not up to the mark. The cost of uniform is to be borne by the contractor.
35. PENALTY :-In case the required catering and caretaking services for the rest house complex are not provided for any reason, what so ever, the case on any day or part, deductions shall be made from the contractor's bill. In such an eventuality, the Railway shall have the right to obtain the services from any other agency and recover the cost thereof from the bills of the contractor for the services rendered by other agency besides imposing a penalty. Penalty for improper cleaning @Rs. 200/- for each room, @Rs.200/- for common passage/balcony, @Rs.200/- for not lifting of garbage, @Rs.100/- for each toilet, @Rs.100/- for other areas shall be deducted from contractor's bill. If there is any deficiency in catering services, the deductions will be Rs.500/- per case of complaint of poor quality of food, Rs.500/- for shortfall /non availability of food, Rs.500/- for not wearing proper and clean uniform and gloves by serving staff shall be imposed. Any absenteeism shall liable to attract penalty @ Rs.400/- for Manager. Rs.250/- for room boy, Rs. 200/- for sweeper, Rs. 300/- for cook, Rs. 200/- for utility staff and Rs.200/- for gardener and his staff.
36. If at any time Engineer in charge feels that some services of the contractor are poor or material used is not up to the requisite standard, he will issue notice and in case of non fulfillment within a reasonable time, he may engage extra staff or purchase any material from market and recover the cost from contractor's bill @1.5 times of actual expenditure extra. ADEN's decision in this regard will be final and binding.
37. Initially the work is for caretaking and providing all services as mentioned above and ancillary room along with dormitory in the ORH complex. If any suite is added to rest house complex during validity of agreement rates payable as lump sum will be increased @ Rs. 500/- per month per suite Feedback form must be ensured in every room clearly indicating the penalty to be imposed for poor services.
38. Successful tenderer shall be allowed to operate the contract and no subletting would be permitted without the permission of Railways.
39. Successful tenders will have to abide by the labour laws in force and shall have to pay minimum wages as declared from time to time by the Central Govt. Any claims in this regard whatsoever will have to be done by the successful tenderer only.
40. As per Employees Provident Funds and Miscellaneous Act, 1952 (19 of 1952), the Contractor engaged in Railways for construction, maintenance, operations and commercial activities of Railways, shall take nec

essary action in accordance with the provisions of the Employee's Provident Funds and Miscellaneous Provisions ACT and Scheme there under. In case of failure by Contractor, Administration will be entitled to deduct the dues from sum of money payable to the Contractor, together with all or any cost incurred by the Administration, in such connection and the Contractor further agrees that the decision of Administration with respect to such amount shall be final and binding on the Contractor.

41. The contractor shall have to indemnify the administration against all claims for payment of compensation by or on behalf of any workmen employed by him, in connection with the present contract for injury or death by an accident under Workmen's Compensation Act VIII of 1923, administration will be entitled to deduct any sum of money and payable to the contractor. The amount of compensation thus paid to or on account of any such workman or paid by the administration will be entitled to deduct for any money workman or paid by the administration on such account in terms of Sec. 12 of this Act, together with all or any cost incurred by the administration in such connection and the contract of further agrees that the decision of administration with respect to the amount of such indemnify shall be accepted as final.
42. If, Railway administration shall at any time consider the mode adopted by the contractor of paying his workman objectionable, then they shall have the power of requiring a change of system within one week from the date of notice in writing to that effect and in case of non-compliance with such notice, all payments to the contractor may be withheld during such non-compliance.
43. The contractor shall remain liable for theft of any Rly. Material by his staff and high penalty/fine will be imposed by the Rly. Administration as deemed fit for each case, which will be deducted from the bill.
44. Administration reserves to itself the right to carry on a post payment audit and/or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund if any excess payment is paid to him, if as a result of such examination any over payment to him is detected to have been made in respect of any work done or alleged to have been done or him during the contract.
45. The contractor shall obtain a valid license under the prescribed Act as modified time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract penal provisions of the contract arising out of the result and non-execution of the work.
46. **Work Experience required for same/similar service** –The bidder must have experience of following similar types of service minimum as indicated in the bid documents in the last three previous financial years (ending month of March prior to the bid opening) and the current financial year issued by any Central/State Govt Organization/PSU. Copies of Work experience certificate must be enclosed alongwith bid (copies of Acceptance letter or contract agreement will not be considered in support of work experience certificate). **Non submission of work experience certificate shall summarily be rejected their of fer or bid.**
47. Definition of Similar single work: -

Similar work:-	
Nature of work to be carried out	Similar nature of works.
Housekeeping, upkeep maintenance And catering Arrangement of Rest House.	(i) Housekeeping of Rest House/Guest House/Inspection Bungalow /Running Rooms in Railway/ or any public buildings. (ii) Owner/Proprietor/Company/Co-operative society in Hotel business (50 beded minimum) having valid license for running hotel since last 3years shall also be considered as completed similar work. Note: for the purpose of above work, the certificate from trust will also be considered only when having turnover of Rs.500 crores and above. Cleaning, upkeep, maintenance and housekeeping of rest house /guest house /inspection bungalow with any organization other than private individuals.

48. Minimum Average Annual Turnover: The bidder should have an average financial turnover as indicated in the bid documents during the last three financial years. Prescribed format of Financial Turnover Data attached as **Annex-'J'**. Documentary evidence of audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be submitted by tenderer in support of Financial Turnover Data. **Non submission of Financial Turnover data in the prescribed format or similar format along with audited balance sheet shall summarily be rejected their offer or bid.**

Note:- All Annexures are attached at Scope of work

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

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

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

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

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

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

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

---धन्यवाद/Thank You---