

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-04-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-04-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Department Of Revenue
संगठन का नाम/Organisation Name	Central Board Of Excise And Customs (cbec)
कार्यालय का नाम/Office Name	New Custom House, Mumbai Customs Zone-1
वस्तु श्रेणी /Item Category	Pest and Animal Control Service - Maintenance Contract; 0.5 months; Rodent Control , Pest and Animal Control Service - Maintenance Contract; 1 month; General Pests/Insects Control , Pest and Animal Control Service - Maintenance Contract; 1 month; Termite Control (Spot Treatment/Drilling treatment) , Pest and Animal Control Service - Maintenance Contract; weekly once; Fumigation
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)	20 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Complete
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

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 मेन् 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 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	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	625000
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

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Past experience for similar extent of area or similar value in the past X years:As detailed in terms and conditions

Geographic Presence In States:As detailed in terms and conditions

Minimum Years (Up To 5 Years) Of Experience In Related Field:As detailed in terms and conditions

Press Note/ Process Details and proposed frequency for:As detailed in terms and conditions

Annual Turnover And Profit Requirement:As detailed in terms and conditions

Certification requirements (Please enter any ISO certification/ CIBRC Certification/Membership requirements / Municipal State Certificate as Bonafide contractor or any other details):As detailed in terms and conditions

Scope of work and recommended frequency of treatments:[1773665208.pdf](https://www.mumbai.gov.in/1773665208.pdf)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
20-03-2026 12:00:00	CHS Section, Ballard Estate, Fort, Mumbai-400 001.

Pest And Animal Control Service - Maintenance Contract; 0.5 Months; Rodent Control (18580)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Service Required	Maintenance Contract
Service Cycle	0.5 months
Type of treatment	Rodent Control
The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid	Yes
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Delivery Address	New Custom House, Ballard Estate, Fort, Mumbai
zipcode	400001

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq meter	अतिरिक्त आवश्यकता /Additional Requirement
1	Kamlesh Kumar Meena	400001,New Custom House, Ballard Estate, Fort	18580	N/A

Pest And Animal Control Service - Maintenance Contract; 1 Month; General Pests/Insects Control (18580)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Service Required	Maintenance Contract
Service Cycle	1 month
Type of treatment	General Pests/Insects Control
The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid	Yes
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Delivery Address	New Custom House, Ballard Estate, Fort, Mumbai
zipcode	400001

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq meter	अतिरिक्त आवश्यकता /Additional Requirement
1	Kamlesh Kumar Meena	400001,New Custom House, Ballard Estate, Fort	18580	N/A

Pest And Animal Control Service - Maintenance Contract; 1 Month; Termite Control (Spot Treatment/Drilling Treatment) (18580)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Service Required	Maintenance Contract
Service Cycle	1 month
Type of treatment	Termite Control (Spot Treatment/Drilling treatment)
The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid	Yes
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Delivery Address	New Custom House, Ballard Estate, Fort, Mumbai
zipcode	400001

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq meter	अतिरिक्त आवश्यकता /Additional Requirement
1	Kamlesh Kumar Meena	400001,New Custom House, Ballard Estate, Fort	18580	N/A

Pest And Animal Control Service - Maintenance Contract; Weekly Once; Fumigation (18580)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Service Required	Maintenance Contract
Service Cycle	weekly once
Type of treatment	Fumigation

विवरण/ Specification	मूल्य/ Values
The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid	Yes
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Delivery Address	New Custom House, Ballard Estate, Fort, Mumbai
zipcode	400001

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq meter	अतिरिक्त आवश्यकता /Additional Requirement
1	Kamlesh Kumar Meena	400001,New Custom House, Ballard Estate, Fort	18580	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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TERMS & CONDITONS

1. ELIGIBILITY CRITERIA FOR TECHNICAL BIDS

- The Firm/Agency should be a registered as a Proprietary firm/Partnership firm /Registered company. In case of Partnership firm, a certified copy of partnership deed and current address of all the partners shall accompany the Tender application bid. In case of Limited company, satisfactory evidence of its existence shall accompany the tender Bid.
- The bidder should have a valid license to stock and use of permissible Insecti

- side for commercial pest control operation and agriculture license.
- c. The bidder should have ISO 9001 certificate.
 - d. The bidder should have an experience of at least 03 years or more in such Services to the Government / Semi Government Departments /private organizations (Empanelment certificate, Customer satisfactory certificates and work order may be attached.)
 - e. Copy of VAT/Sales Tax/Service Tax/GST and PAN number Registration Certificates.
 - f. List of clients along with Empanelment certificate, customer satisfactory certificate and work orders from other government/semi-government /private organizations.
 - g. Certificate of membership of Indian Pest Control Association (IPCA).
 - h. The bidder must have ESIC Registration, EPF Registration and Shop & Establishment registration certificate.
 - i. The bidder should have office in Mumbai. The bidder should provide resolution within 2 hrs of the complaint received.
 - j. The evidence for filing of returns along with profit & Loss Account and balance Sheet for past three financial years, 2021-22, 2022-23 & 2023-24, should be enclosed along with the qualifying bid.
 - k. The bidder must have an Annual Average Turnover of not less than of Rs 20 lacs during the last three financial years 2021-2022, 2022-23 & 2023-24 duly certified by a Chartered Accountant.
 - l. The Bidder must visit the site for survey and report to the consignee after doing so, to submit an undertaking regarding the same. A certificate in respect of pre-bidding meeting will be issued and the same needs to be uploaded on GeM. Failure to do so, will lead to technical disqualification.
 - m. Technically Qualified Bidder must visit our Office for Original documents verification. Failure to do so, will lead to disqualification.
 - n. All the above-mentioned documents must be uploaded on GeM Portal by the bidders.

2. SCOPE OF WORK:

The Job of Pest Control shall include the following:

- a) Anti Rodent: Entire office, All Sections, Surrounding Areas, Staircases, Passages, Parking/ Basement Area, Garden Area, lift rooms. Rat/Rodent should be controlled by: i) placing a glue mat ii) placing ultra sound devices as may be required. iii) Doing permitted spray or putting herbal/chemical tablets etc. to keep rats and rodents away from the building or force rats/rodents to move out of the building.

ding. iv) Combinations of any of the above.

It should be ensured that such chemical should not be put so that rats/rodents/reptiles would die inside the building or above the false ceiling. Hence must use permitted insecticides as per Government of India and WHO norms (Standard branded Chemicals to be used) to eradicate the menace of rodents, mice, insects etc. Dead rodents will be removed from the inside of building/ false ceiling / ducts etc.

Frequency: Twice in a month, 24 services in a year.

B) Fumigation / Fogging Treatment: Entire office, Surrounding, Areas Staircases, Passages, Parking Basement Area, Garden Area, etc. to eradicate the problem of mosquitoes, flies, insects etc.

Frequency: Weekly once, 52 services in a year.

C) General Pest Control: Spray, Gel and herbal treatment for Cockroach, ants, silverfish, spider & Lizards.

Frequency: Monthly once, 12 services in a year.

D) Termite (white ants) Control Treatment: The pest control for termite and white ants should cover all the places like spray under the tables, chairs, almirahs, on and around the pile of files, on wooden furniture, false ceiling, staircases, lift lobby, toilets drain ducts, in all stores and any hidden space under the furniture and should leave no space unattended.

Frequency: Monthly once, 12 services in a year.

For all the above-mentioned Pest Control Treatments only branded standard chemicals and other medicines (compulsorily use chemicals of any of the brands i.e. Bayer, Rallis, & Bombay Chemicals Ltd.), Herbal/Gel systems to be used, more information specification regarding this can be obtained from the Office Superintendent / Swachhata, C.H.S Ground floor, New Customs House, Mumbai - 400 001.

It must be ensured that the pest control once done shall remain effective up to next pest control failing which it shall have to be done again without any additional liability on the department.

The Contract shall be valid for a period of one year or 12 months starting from the date of issue of work order. The department reserves the right to terminate the contract within the period without any prior intimation / notice, if the service / conduct of the contractor is found unsatisfactory.

3. Locations and areas to be covered for providing Pest control service

Sr. No	Name of the Location
1	Entire New Custom House & Annex Building including all toilets and surroundings

4. OTHER TERMS AND CONDITIONS:

The successful bidder shall have to enter into a contract with the department and the contract shall be valid for a period of one year.

- i. The rates quoted should be inclusive of all taxes and other charges and the rates should be mentioned in figures as well as in words.
- ii. Payment to the successful bidder shall be released on monthly basis on completion of the work and on submission of "work carried out satisfactorily" certificate from the respective offices/ Departments.
- iii. The conduct of the successful bidder will be constantly monitored and failure to abide by the terms and conditions of the contract or making any false declaration to any Govt. Agency which in the opinion of the Govt. is not in the public interest shall make the contract liable to be terminated.
- iv. The Bidder should give details of their business soundness and provide list of customers of previous supply of similar items to Departments/Undertakings/public/ private sectors with contact details. The Government details of the agency/profile should be furnished along with the copy of all related documents.
- v. Vendors/Bidders shall submit their bids online only after digitally signing the bid documents with their allotted digital signature. If any modifications are required to be made to a document after attaching the digital signatures, the digital signature shall again be attached to the modified document before uploading the same.
- vi. The bids shall be submitted in two parts via
 - a. Technical/Qualifying Bid: To be submitted on collaboration folders of the e-tendering system complete with all technical details other than the price along with the tender duly digitally signed and stamped.
 - b. Financial Bid: Financial bid shall be submitted and should contain only the prices without any condition whatsoever.
- vii. This office shall appreciate submission of offers based on the terms and conditions only in the enclosed conditions of the contract so as to avoid wastage and time and money in seeking clarifications on commercial aspects of the offer.
- viii. Office of the Commissioner of Customs (General) assumes no responsibility for non-submission of bids by the bidders through our e-tendering system on account of delay in submission. Bidders shall ensure that they submit the bids well before the due date and time of bids submission. This office shall not be responsible if bidders are not able to submit the

bids on account of failure in network/internet connection at the bidders' end. Bidders shall obtain the digital certificate (class 3) on their own and this office shall not be responsible for bidders' not having the valid digital certificate.

- ix. Bidders shall submit the financial bids strictly as per the format attached with this tender. Financial bids containing any fresh conditions (not mentioned in the technical bid) shall be liable for rejection. Bids must be submitted within the stipulated date and time as indicated in the tender and should be valid for a period of 90 days from the final date of submission of e-tender.
- x. Any bidder who wishes to quote against this tender may download the bidding documents from GeM and submit the bids complete in all respect online on or before the due date/time along with an undertaking that the contents of the bidding documents have not been altered or modified.
- xi. The bidders are required to submit scanned copies of all certificates/documentary evidences towards the proof of meeting the eligibility criteria along with other requisite documents through our e-tender system. Non-submission of the scanned copies of the requisite certificates/documents shall render the bid non-responsive and shall be liable for rejection.
- xii. This is zero deviation e-tender. Bidders are strictly advised to confirm compliance of tender conditions and not to stipulate any deviations in their offer. Subsequent to bid submission, this office shall not seek confirmation/clarifications and any bids which are not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents/confirmations strictly as per the check list enclosed. Any change in bid after the due date of submission is not allowed.
- xiii. The price schedules shall be quoted by the bidder shall remain firm till the issue of final be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work. The contract price shall be inclusive of all levies, taxes, transportation charges, stamp duties etc from and at Central or State Government or Local Bodies whatsoever shall also obtain and pay for all clearances, permits, or other privileges necessary to complete his obligations as per contract for work under unit rate basis to alteration shall be allowed in the schedule or rates, reasons of works or any part of them being modified altered, extended, diminished or omitted. The price schedules are fully inclusive rates which have been offered by the bidder and agreed to by the Office of the Commissioner of Customs (General) and cannot be altered.
- xiv. The Office of the Commissioner of Customs (General) reserves the right to cancel the contract at any time after acceptance of the same with a notice. The Bidder/Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work/supply in full but he did not derive in consequence of the foreclosure of the whole or part of the works. The Contract shall be valid for a period of one year i.e. from the date of issuance of the contract. OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL) reserves the right to terminate the Contract awarded at

any time during the currency of the Contract without assigning any reasons by giving one month's notice in advance in writing. The Successful Bidder shall be required to give three month's advance notice in writing for termination of the contract, failing which due action shall be taken. If all or part of the contract is terminated in accordance with the provisions contained above, the Office of the Commissioner of Customs (General) shall pay charges up to the effective date of termination. However, the termination of the contract shall not relieve the bidder of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.

- xv. A prospective bidder requiring any clarification of the e-Tender document may contact the concerned official (Superintendent of Customs- CHS Dept.) at the scheduled date and time of the pre-bid meeting. Bidders are requested to attend the pre-bid meeting so that their queries, if any, related to the tender/scope of work, e-tendering can be addressed during the meeting.
- xvi. At any time prior to the last date of receipt of bids, Office of the Commissioner of Customs (General) may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidders, modify the e-tender documents by an amendment.
- xvii. The Office of the Commissioner of Customs (General) reserves the right of accepting any bid other than the lowest or even rejecting all the bids without assigning any reasons thereof and it shall also, at its own discretion extend the last date of receipt of bids. The decision of the Office of the Commissioner of Customs (General) is final in all the matters of e-tender and purchase.
- xviii. **Prior to the commencement of the Contract, officials from the OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL) shall inspect office of the Bidder.**

The Bidder undertakes that he shall comply with all conditions laid down under all applicable statutes, licenses and permissions and undertakes to keep all licenses and permissions valid and subsisting during the period of contract failing which this service agreement shall be liable to be terminated without notice or compensation or any payment whatsoever at the sole discretion of the Department.

- xix. All disputes and differences arising out of or in any way concerning the contract shall be settled after holding necessary discussions between the parties. However, in the event of any dispute differences remaining unsolved, the same shall be referred to a sole Arbitrator to be appointed by the Department for this purpose. The decision of the Arbitrator shall be final and binding on both parties.
- xx. The department shall be the sole authority to decide on the quality of service rendered by the Bidder. In case the performance of the Bidder is found unsatisfactory, the Department shall have the right to terminate the agreement without notice or compensation or any payment whatsoever at the sole discretion of the Department.

- xxi. The Department shall have the right to withhold any reasonable sum from the amount payable to the Bidder under this contract, if the bidder commits breach of any of the terms and conditions of this agreement or if he fails to produce sufficient proof to the satisfaction of the department as to the payment of all statutory and other dues or compliance with other obligations.
- xxii. The staff engaged by the Successful Bidder shall have no claim whatsoever on OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL) and shall not raise any industrial dispute either directly or indirectly with or against OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL) in respect of their service conditions as long as they are engaged at OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL)'s premises for execution of the Contract.
- xxiii. The bidder fails to carry out the work in conformity with the contract documents or if he suspends the work without proper authority or if he fails to execute the work to the proper satisfaction of the authority or commits breach of contract then, the Office of the Commissioner of Customs (General) shall have the power to take possession of the materials and stock thereon and to rescind the contract, following which he shall not be entitled to any dues for the remaining period of the contract. In such case, the Office of the Commissioner of Customs (General) shall have power to sell in such manner and for price as it may think fit all materials, pertaining to the bidder and to recover the said deficiency out of the proceeds of the sale.
- xxiv. Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract.
- xxv. The price to be paid by the Office of the Commissioner of Customs (General) to the bidder for the whole of the work to be done and the performance of all the obligations undertaken by the contract as per the terms of the contract shall be ascertained by the application of the respective price schedule and payment shall be made accordingly to the work actually executed and approved by the Office of the Commissioner of Customs (General)
- xxvi. Under no condition, the Bidder or his staff shall claim the benefits of Office of the Commissioner of Customs (General)'s Rules, Wages & Allowances, facilities etc.
- xxvii. Office of the Commissioner of Customs (General) reserves the right to reject any or all e-Tenders without assigning any reason thereof at any stage of the process.

5. COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiry of the duration of contract. A one year Fresh agreement shall have to be drawn if both parties to extend the period of contract beyond one year by mutual consent.

6. TERMINATION

In case the successful bidder wishes to terminate the Contract at any point of time, after acceptance, a notice to this effect should be given by the department at least three months in advance. The department is however at liberty to terminate the contract with immediate effect in case of breach of any of the terms and conditions of the contract or if the services are not found to be satisfactory at any time

7. SUBMISSION OF APPLICATION FOR CONTRACT :

- i. If an individual makes the application, it shall be signed by the proprietor above his full typed written name and current address.
- ii. If a proprietary firm makes the application, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address
- iii. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the application.
- iv. If a limited company or a corporation makes the application, a duly authorized person holding power of attorney for signing the application shall sign it. In such a case a certified copy of the power of attorney shall accompany the applications. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the tender application is filed.
- v. Applications made by FAX and those received late will not be entertained. The application should be typewritten and signed on each page of the application.
- vi. Overwriting should be avoided. Neatly crossing out, initiating, dating and rewriting shall make correction, if any. All pages of the document shall be numbered and submitted as a package with signed letter of transmittal. At no stage use of white ink/fluid or correction pen be used.
- vii. A senior Officer of the client should sign references, information and certificates from the respective clients certifying suitability, know-how and capability of the applicant.

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---