

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-04-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-04-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	45 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Army
कार्यालय का नाम/Office Name	*****
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Skilled; Graduate; Admin
अनुबंध अवधि /Contract Period	11 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	100 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (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	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

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

लाभार्थी /Beneficiary :

CWE
CWE NO.2, MUDFORT, SECUNDERABAD- 500003

(Cwe No.02 Secunderabad)

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

एमआईआई अनुपालन/MII Compliance

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

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

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within $L-1+ 15\%$ of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work & Job description:[1772189768.pdf](#)

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:1772189780.pdf

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:1772189784.pdf

Manpower Outsourcing Services - Minimum Wage - Skilled; Graduate; Admin (19)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	Graduate
Type of Function	Admin
List of Profiles	Data Entry Operator
Specialization	Management(Marketing/Operations/Finance/ General
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Telangana
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	Data Entry Operator

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Hyderabad	7	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 981 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 75 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 11

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
2	*****	*****Hyderabad	6	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 981 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 0 • Number of working days in a month : 26 • Provident Fund (INR per day) : 75 • Tenure/ Duration of Employment (in months) : 11

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
3	*****	*****Hyderabad	6	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 981 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 75 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 11

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. 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.

3. **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

COMMANDER WORKS ENGINEER NO.2 SECUNDERABAD

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.

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

Text Clause(s)

Outsourcing services for doing the day to day official works on computer system or off the computer system by deploying DATA ENTRY/ COMPUTER OPERATOR.

Compilation of the reports and returns, various data, generation of reports, keeping record of the progress of works, stores and entering of data in computers, to maintain serial number of files, opening of new file according to main heading of the subject dealt with various sections, each letter in files are serially numbered with back reference/ forward reference, docket/ index sheet, keeping records of progress of works, stores, routine clerical jobs etc. completer as per direction of section head and updating of files etc.

No of JAA/ SAA - 19 Nos (CWE No 2 Sec'bad-07, GE MCEME-06, GE Golconda-06)

Category - Skilled.

T&P - Infrastructure i.e. Computer, Printer, Toner, Paper, Stationery etc shall be provided by the MES.

5. **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.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **GENERAL**

1.1 The works under the contract shall be carried out in accordance with conditions specified here in after.

2. **HOUSEKEEPING SERVICES FOR MES OFFICES**

2.1 Work/services are to be carried out under jurisdiction of AOR of CWE No.2 Secunderabad

3. **WORK FORCE**

3.1 The bidder shall provide workforce in sufficient numbers to carryout the day to day service of housekeeping for the offices of CWE No.2 Secunderabad, GE MCEME & GE Golconda. The minimum requirement of workmen i.e Data Entry Clerks to be deployed per day is given asunder:-

(a) Data Entry Clerks JAA / SAA - Skilled Category		
(i) CWE No.2 Secunderabad	-	07 Nos
(ii) GE MCEME	-	06 Nos
(iii) GE Golconda	-	06 Nos

	Total	19 (Nineteen)

3.2 In support of employment of workmen, the attendance register shall be maintained by the contractor/ service provider, for verification by Engineer-in-charge.

4. **JOB DESCRIPTION**

4.01 The contractor/ service provider shall provide in sufficient numbers to carry out the day to day service of housekeeping services for the offices.

5. **QUALIFICATION:-**

5.1 The contractor/ service provider shall employ trained skilled Data Entry Clerks having minimum 3 years of work experience.

5.2 Data Entry Clerks (SAA&JAA) shall be graduation pass & should have knowledge of operating of computer.

6. **WORKING HOURS:**

6.1 As per office timings.

7. **PAYMENT CONDITIONS**

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7.1 **GE Golconda**, Hyderabad will be responsible for making running payments and FB.

8. **LIABILITIES, CONTROL ETC. OF THE PERSON DEPLOYED**

8.1 It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) and Department will have no liability in this regard.

8.2 For all intents and purpose, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of employee so employed and deployed in this Department. The persons deployed by the agency in this Department shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Department.

8.3 The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. The Department shall in no way be responsible for settlement of such issues whatsoever.

8.4 The Department shall not be responsible for any damages, losses, financial claims or other injury to any person deployed by service providing agency in the course of their performing the functions / duties, or for payment towards any compensation.

8.5 The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of the Department during the currency or after expiry of the contract.

8.6 In case of termination of the contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption or for any relaxation for absorption in regular/ other capacity in the Department.

8.7 Other registered bidders: Eligibility category shall be of Manpower supply/ Employment activities /Human resources provision and management of human resources function / engaged in similar nature of work in last three years

9. **LEGAL**

9.1 The Contractor/ service provider shall be responsible for compliance of all statutory provisions relating to minimum wages, Provident Fund, EDLI, EPF admin charges, Employees State Insurance and other applicable rules / regulations framed by govt from time to time in respect of the persons deployed by him.

9.2 The Contractor/ service provider shall also be liable for depositing all taxes, levies, Cess etc (as applicable) on account of service rendered by him to the concerned tax collection authorities from time to time as per existing rules and regulations.

9.3 The Contractor/ service provider shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of the Department or any other authority under law.

9.4 The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the contractor/ service provider by the Department.

9.5 In case, Contractor/ service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof, the Department is put to any loss/obligation, monetary or otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills or the Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

9.6 If Contractor/ service provider fails to deploy required number of Data Entry Clerks (SAA &JAA) against the initial requirement within 10 days from the date of commencement of the contract mentioned in the contract order, an amount equal to the EMD shall be recovered from the dues of tenderer without giving any further notice.

9.7. The police verification with regard to antecedents and character of employees engaged by the tenderer, shall be carried out by the contractor/ service provider at his own expenses before obtaining temporary passes on monthly basis.

9.8. The police verification with report, inter-alia showing names and addresses of employees shall be required to be submitted to the Officer-in-Charge/GE as and when asked for.

9.9. The contractor/ service provider shall ensure proper/necessary safety insurance for employee employed for the execution of contract.

9.10 The expenses incurred due to the provision given here-in-before, shall be deemed to be included in the quoted rates of items and nothing extra shall be admissible on this account irrespective of availability/unavailability of sufficient work.

9.11 In the event of non-compliance of above mentioned clause, contract may be terminated by the Accepting Officer on contractor/ service provider default.

9.12. Engineer-in-charge/nodal officer-in-charge reserves right to expel the services of a person employed by the firm on grounds of indiscipline, security or any other issue to be communicated by respective office in charge in writing.

9.13 All workmen should be in possession of identity card to be issued by the firm apart from mobile contact facility.

9.14. Use of Tobacco products and Alcohol is not permitted.

10. **REPORTING OF ACCIDENTS.** The contractor/ service provider shall be responsible for the safety of all employees directly or through petty contractor/ service providers or sub contractor/ service providers employed by him on the work and shall report serious accidents to any of them, however and wherever occurring on the works, to the Officer-in-Charge or his representative and shall make every arrangement to render all possible assistance.

11. **NON-PROVISION OF ACCOMMODATION.** MES will not provide any accommodation to employees. No quarters shall be provided by the MES for the accommodation of the contractor/ service provider or any of his staff employed on the work. The employees shall be brought every day during working hour to Military station under contractor's own arrangement of transport.

12 **PAYMENT FOR ABSENTEES**

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12.1 If any employee is absent, No payment shall be made for that employee for the day/days of absence.

12.2 If any employee marks the attendance in the first half and becomes absent in second half, it will be considered as absent for full day and no payments shall be made for that person for that particular day.

13. **PENALTY FOR DEFAULT.** Following penalties shall be levied for defaults committed and the penalty amount shall be deducted from periodic payments of the contractor/ service provider:-

(a) Staff not in proper uniform @ Rs 50/- per person per day will be deducted.

(b) Half of one working day pay for reporting late on any day per person.

(c) Rs 500/- per week will be deducted, if the Contractor/ service provider does not visit office of the Engineer-in-charge weekly for co-ordination & satisfactory implementation of the contract

(d) Rs 100 per day for delay arrival in office as per the priority given beyond the time limit specified.

(f) Use of Tobacco products not permitted, penalty of Rs 100/ per default.

14. **SECURITY PASS**

14.1 Immediately after acceptance of the contract, the contractor/ service provider shall submit the list showing names of the Data Entry Clerks (SAA&JAA) with their particulars and 2 Nos of passport size photographs of each Data Entry Clerks (SAA&JAA) he wishes to employ in the work, to the

e department for arranging passes for them

14.2 Police verification of employees employed by the contractor/ service provider shall be produced by the contractor/ service provider, and full details shall be made available for security check purpose, before the employees employed. The police verification report, inter-alia showing names and addresses of employees shall be required to be submitted to the Officer-in-Charge/GE as and when asked for.

15. **PERFORMANCE SECURITY**

15.1 In case of tender/bid submitted by such bidder who is not enlisted with MES is accepted, within 10 days of the issue of the letter of acceptance, the successful bidder shall deliver to the Accepting officer a Performance security in any forms of Bank guarantee in the prescribed form or Government securities or FDR for an amount equivalent to 5% of the contract sum in favour of CWE along with affidavit for no outstanding recoveries against the firm duly notarized as notified by the Accepting officer. Failure of the successful bidder to deliver the performance security within the stipulated time shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest money submitted along with the bid.

15.2 In case of tender/bid submitted by such tenderer who is enlisted with MES is accepted, within 10 days of receipt of the letter of Acceptance, the successful Contractor shall deliver to the Accepting officer a Performance Security for an amount equivalent to 5% of the contract sum in favour of CWE along with affidavit for no outstanding recoveries against the firm duly notarized as notified by the Accepting officer, failing which, an amount equal to the Earnest Money stipulated in the bid document, shall be notified to the contractor for depositing the amount through MRO. Issue of tender to such Contractor shall remain suspended till the aforesaid amount equal to the Earnest Money is deposited in Government Treasury.

15.3 Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the contractor. In case of cancellation of contract due to violation by the contractor of any of the terms and conditions laid herein above or in SLA/GTC/ATC, the performance security deposited by the contractor shall be forfeited along with levying of other penalties/cancellation charges specified elsewhere in the contract documents.

16. **PARTICULAR SPECIFICATION** The approved outsourcing of above services for different categories for different categories may be reduced proportionately on posting in / promotion of concerned category during the contract period.

17. **Help Desk.**

17.1 Contact Nos of buyer CWE No.2 Secunderabad are as under:-

18.1.1 ACWE (Contracts) - 9885099194.

18.1.2 OS, E8 Section - 9056473380.

7. **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.

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**

The Service Provider is required to have at least 10 % 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.

10. **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.

11. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 50 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 50 percent. Bidders are bound to accept the revised quantity or duration.

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---