

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-02-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-02-2026 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Culture
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Archaeological Survey Of India (asi)
कार्यालय का नाम/Office Name	Superintending Archaeologist, Asi, Mumbai Circle
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others
अनुबंध अवधि /Contract Period	10 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	17 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 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) *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 t buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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 विवरण/Bid Details**

बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	2
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	5539856
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**

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
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of 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 or incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years up to 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. 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. 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 will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over 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:**[1770037834.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:**[1770037838.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others ( 18 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Skill Category	Unskilled
Educational Qualification	Not Required

विवरण/ Specification	मूल्य/ Values
Type of Function	Others
List of Profiles	Mazdoor/Labour
Specialization	Not Required
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	No
Name of states/ UT for geographical presence is required	Not Applicable
<b>एडऑन /Addons</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowances 1	1% Labour Cess
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	Un-Skilled Labours for area "A"

**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 विशिष्ट 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 Requireme

क्र.सं./S.No	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requireme
1	Gajanan Ishwarlal Mandaware	411005,Archaeological survey of India, Sub circle Pune, Pataleshwar caves, JM Road, Shivajinager (Near -Jangali Maharaj Mandir)	18	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 832.42</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowance 1 (INR per day) : 8.32</li> <li>• Optional Allowance 2 (INR per day) : 0</li> <li>• Optional Allowance 3 (INR per day) : 0</li> <li>• Estimated Number Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 27.05</li> <li>• Provident Fund (INR per day) : 108.21</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 10</li> </ul>

## 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. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state 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. **Forms of EMD and PBG**

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

SA ASI Mumbai Circle  
payable at  
Sion Fort, Sion E

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to Buyer within 5 days of Bid End date / Bid Opening date.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (bes PBG which is allowed as per GeM GTC). DD should be made in favour of

SA ASI Mumbai Circle  
payable at  
Sion Fort, Sion

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

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**REQUEST FOR TENDER PROPOSAL**

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**Name of work: - Supply of Manpower (Un-Skilled Labours) for maintenance & upkeep of monuments under Jurisdiction of Pune Sub Circle for area "A"**

**Tender reference number F.No.T-15/4/Apr/25/21478775/CON**

**GOVERNMENT OF INDIA**

**MINISTRY OF CULTURE**

**ARCHAEOLOGICAL SURVEY OF INDIA**

**MUMBAI CIRCLE, SION FORT,**

भारतीय पुरातत्व सर्वेक्षण  
मुम्बई मण्डलमुम्बई, मुम्बई

**F.No.T-15/4/Apr/25/21478775/CON**

दिनांक:02.02.2026

ईनिविदा आमंत्रण सूचना -

१. भारत के राष्ट्रपति महोदय की ओर से अधीक्षण पुरातत्व विद, भारतीय पुरातत्व सप्रेक्षण, मुंबई मंडल, सायन किला, सायन (पूरब), मुंबई-४०० ०२२. f िखित कार्य हेतु प्रमाणिक एवं पात्र ठेकेदारों/पंजीकृत फर्म से केवल ऑनलाइन निविदायें [www.asi.nic.in](http://www.asi.nic.in) और [www.gem.gov.in](http://www.gem.gov.in) पर उ त करते हैं।

निविदा क्र.स	कार्य का नाम	अनुमानितलागत	धरोहर राशी
52.	<b>Supply of Manpower (Un-Skilled la bours) for maintenance and upkee p of monuments under Jurisdiction of Pune Sub Circle for area "A"</b>	<b>Rs.55,39,856/-</b>	<b>Rs.1,38,496/-</b>

निविदा प्रपत्र के लिए शर्त :-

1. ठेकेदार किसी सरकारी संस्था अथवा श्रम मंत्रालय से संबंध तथा अर्थ सरकारी संस्था में पंजीकृत होना चाहिए। श्रमिकों के लिए **EPF/ESIC** सुविधा प्रदान करनेकी योग्यता रखना अनिवार्य हैं और **GST** एवं **PAN** होना अनिवार्य हैं।
2. निविदा एवं आवश्यक सूचना [www.asi.nic.in](http://www.asi.nic.in) और [www.gem.gov.in](http://www.gem.gov.in) पर उपलब्ध है।
3. अग्रिमजमाराशि **Rs.1,38,496/-** (एक लाख अड़तीस हजार चार सौ छियानवे) का धनादेश (केवल राष्ट्रीयकृत बैंक)(एनआई.टी के प्रकाश बादजारी), कियागया ज्यों की "Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle, Mumt के पक्ष में होनी चाहिए। और अधीक्षण पुरातत्वविद, भारतीय पुरातत्व सर्वेक्षण, मुम्बई मण्डल, सायन किला, सायन (पूरब), मुंबई- ४०० ०२२. ि र्यालय में निविदा के खुलने की तिथि से पहले जमा करना अवाशक है।

तत्त्वविद

प्रतिलिपी:

१. कार्यालय सुचना बोर्ड मुंबई, मुंबई मंडल, भारतीय पुरातत्व सर्वेक्षण.
२. वेब मनेजर, भारतीय पुरातत्व सप्रेक्षण, २४, तिलक मार्ग, नई दिल्ली.

**F.No.T-15/4/Apr/25/21478775/CON**

**Date:02.02.2026**

**NOTICE INVITING TENDER**

On behalf of Hon'ble President of India, office of Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle, Sion Fort, Sion (E), Mumbai - 400022, invites online tenders from eligible certified and registered contractors on [www.asi.nic.in](http://www.asi.nic.in) and [www.gem.gov.in](http://www.gem.gov.in).

Tender No.	Name of the work	Estimate Cost	EMD
52.	<b>Supply of Manpower (Un-Skilled Labourers) for maintenance and upkeep of monuments under Jurisdiction of Pune Sub Circle for area "A"</b>	Rs.55,39,856/-	Rs.1,38,496/-

**Terms for tender documents:-**

- Contractor must be registered with government organization or with Semi-Government organization under Labour Ministry. Providing **EPF & ESIC** benefits to the labour is compulsory and valid **PAN** and **GST** is mandatory.
- Tender and important instructions are available on ASI Web site [www.asi.nic.in](http://www.asi.nic.in) and [www.gem.gov.in](http://www.gem.gov.in).
- D.D. drawn from Nationalized Bank Only and issued after publication of NIT shall be accepted towards an Earnest Money Deposit **Rs.1,38,496/- (Rupees One Lakh Thirty Eight Thousand Four Hundred Ninety Six Only)** should be in favour of "Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle, Mumbai and will be submitted to the office of the Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle, Sion Fort, Sion, Mumbai: 400-022. **The bid without EMD will be rejected summarily.**

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**Superintending Archaeologist**

**Superintending Archaeologist**

Copy to:

- Office Notice Board, Archaeological Survey of India, Mumbai Circle, Mumbai.
- The web-manger, Archaeological Survey of India, 24 Tilak Marg, New Delhi.

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**NOTICE INVITING TENDER**

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**Name of work: - Supply of Manpower (Un-Skilled Labours) for maintenance & upkeep of monuments under Jurisdiction of Pune Sub Circle for area "A"**

<b>Sl. No.</b>	<b>Area Category</b>	<b>Required quantity of unskilled manpower for watch and ward</b>		<b>Period of Contract</b>
<b>1.</b>	Area "A"	18.00 No's	26 Days x 10 Months x 118 3.73/- =Rs.55,39,856/-	Ten Months from the date of issue of work order.

**Note: -The above rates calculated including EPF, ESIC, Labour Cess & G.S.T. etc.**

**1- CRITICAL DATE SHEET**

<b>1.</b>	Download/Sale start Date	02.02.2026
<b>2.</b>	Start date for submission of Bid filled-in tender document	02.02.2026
<b>3.</b>	Validity of Bid	180 days
<b>4.</b>	Work completion period	Ten month w.e.f. date of issue of work order.

**2- Documents comprising the Bid:**

- i) Technical Bid Submission Form duly signed and printed on Company's letterhead signed and stamped on each page of the tender document.
- ii) Contact Details Form, duly filled and signed.
- iii) Financial Capacity form-filled in signed and stamped.
- iv) All attested supporting document in proof of having fully adhered to minimum eligibility Criteria

V) **Earnest Money Deposit:**

§ The bid should be accompanied by an Earnest Money Deposit 2.5% of estimate cost in the form of Bank Guarantee/Demand Draft only of **Nationalized bank** (No Co-operative Bank). The validity of the Bank Guarantee/Demand Draft must be up to one year starting from the date of submission of the bid. The Bank Guarantee/Demand Draft of Nationalized **bank** shall be in favour of S.A., ASI, Mumbai Circle.

§ EMD is to be submitted by all bidders except those who are registered with Central Purchase Organisation/National Small Industries Corporation (NSIC)/MSME or Ministry of Culture having exemption of EMD certificate.

§ **Without EMD general bidders shall be disqualified.**

§ No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

§ Bidders shall not be permitted to withdraw their offer or modify the terms and condition thereof. In case, the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

§ No claim shall lie against the Government/Department in respect of erosion in the value or interest of the amount of earnest money deposit or security deposit.

§ The bid security (EMD) may be forfeited: (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form.

OR

b) In case of successful bidder, if the bidder fails to sign the contract in accordance with the terms of the tender document within the time specified.

(c) If bidder fails to furnish required performance security deposit (PSD) in accordance with the terms of tender document within the time frame specified by the client.

(d) If bidder fails or refuses to dishonor his own quoted prices for the services or part thereof

**Address for communication is as given below:**

Contact Person	Address for Communication
Superintending Archaeologist	O/o Superintending Archaeologist, Archaeological Survey of India, Sion Fort, Mumbai Circle, Mumbai Phone No. <b>022-24078266</b> <b>e-mail:- <a href="mailto:circlemum.asi@gmail.com">circlemum.asi@gmail.com</a></b>
Conservation Assistant (only for site/ work location)	O/o Sr. Conservation Assistant, Archaeological Survey of India, Pune Sub Circle.

**3-GENERAL TERMS AND CONDITION**

1. No tender shall be entertained after the deadline under any circumstances what so ever.
2. The ASI reserves the right to amend or withdraw any of the terms and conditions of

ntained in the Tender Documents or reject any or all tenders without giving any notice or assigning any reason. The decision of the Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle, Mumbai in this regard shall be final and binding on all parties in all circumstances.

3. The successful bidder shall have to submit the Performance bank guarantee (PBG) 5 to 10% of order value in the form of Fixed Deposit Receipt (FDR) with minimum twelve (12) months validity after the completion of the work as per Critical Date Sheet Sl. No. (4) made in the name of the Company/ Firm/ Agency/ Contractor but by hypothecated to the Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle Mumbai.
4. Conditional bids shall not be considered and will be out rightly rejected in the very first Instance.
5. Contractor shall be responsible for timely payment to the workers and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. in respect of the person deployed by him for the work.
6. The Contractor shall also be liable for depositing all taxes, levies, cess etc. on amount of work done/ service rendered by him to the ASI to the concerned tax collection authorities from time as per extant rules and regulations on the matter.
7. The Contractor shall not be permitted to participate in tender for works in the Archaeological Survey of India, Circle/Branch Office (Responsible for award and execution of contract) in case his near relative is posted in the office in the capacity of gazette post.

**4-TECHNICAL ELIGIBILITY REQUIREMENT FOR THE TENDERING COMPANY/FIRM/AGENCY/CONTRACTOR**

The tendering agency/contractor/company should fulfill the following ELIGIBILITY requirement and to furnish/upload of documents.

Sl. No.	Requirement	Copy of the Relevant Document	Enclosed Yes/No	Page No. of Bid Document
1.	The Company/ Firm/Agency which is registered in Maharashtra (GST registration certificate) can participate in the bid.	Proof of Address (GST No. must be registered in Maharashtra) to be enclosed.		

2.	<p>The Annual Financial Turnover during last three years ending 31<sup>st</sup> March of the previous financial year i.e. 2022-23, 2023-24 and 2024-25 should be at least 30 % of the estimated bid value.</p> <p>If FY 2024-25 is not audited due to any reasons F Y 2021-22 (AY 2022-23) shall be accepted.</p>	<p>Certificate from statutory Auditor with documentary proof for the period FY 2024-25; FY 2023-24 and FY 2022-23 (With membership No. Of ICAI/UDIN Number, Date and Seal).</p>		
3.	<p>The Company/Firm/Agency should be registered with labour department.</p>	<p>Copy of valid registration Certificate/number.</p>		
4.	<p>The Company/Firm/Agency should be registered with EPF and ESIC.</p>	<p>Copy of registration certificates.</p>		
5.	<p>Declaration regarding black listing as per format attached.</p>	<p>Declaration letter date should be after publication of NIT. (To be printed on Letter Head of Bidder).</p>		
6.	<p>Acceptance Letter as per format attached.</p>	<p>Acceptance letter date should be after publication of NIT. (To be printed on Letter Head of Bidder).</p>		
7.	<p>EMD or Exemption Certificate for EMD</p>	<p>DD from a Nationalized Bank in favour of Superintendent Archaeologist, ASI, Mumbai Circle, Mumbai. The firms registered under MSME( Micro and Small Enterprises) are exempted for EMD. No exemption for Medium Enterprises under MSME registered firms.</p>		

**8. Experience:**

The bidder should have successfully completed the providing supply of manpower to Government organizations/Public Sector Undertakings/Autonomous Bodies during last 03 (Three) years ending last day of month previous to the one in which applications are invited should be either of the following:

- a) Three similar Supply/works costing not less than the amount equal to 40 % of the estimated cost.

**OR**

- b) Two similar Supply/works costing not less than the amount equal to 50 % of the estimated cost.

**OR**

- c) One similar completed Supply/works costing not less than the amount equal to 80 % of the estimated cost.

Copy of Supply/Work orders for supply of manpower along with completion certificate issued by Government organizations/Public Sector Undertakings/Autonomous Bodies.

**4-EVALUATION CRITERIA**

1. The bidder who fulfils Technical Eligibility Requirement mentioned under the clause of Technical Eligibility Requirement shall be declared technically qualified. For financial bid in respect of only technically qualified bidders shall be opened on GEM.
2. The bidder who quotes lowest rate of service charges per person per day mentioned in para 7 (v) of Application for financial bid shall be declared L- 1.
3. **In case of tie in lowest rate the L-1 shall be decided by the auto run in the GEM portal.**

**Break up of Labour rates**

Sl. No.	Component of Rate	Amount in Rs. Per Person/Per Day Basic Rate Unskilled Labour rs
i. Daily Wage Rate As Per Labour Commissioner, Mumbai, Maharashtra Approved Rate ( <b>Area "A"</b> )		<b>AREA "C"</b>
		<b>832.42</b>
i. ii	Employees Provident Fund @13 % of (i) above (As per EPF rule)	
ii. iii	Employees State Insurance @3.25% of (i) above (As per ESIC rule)	
iii. iv	Labour Cess @ 1% of (i) above	
iv. v	Contractors Service Charge ..... % of (i) above (Including all taxes)	
v. vi	Total of i+ii+iii+iv+v above	
vi. vi i	GST @18% of above	
vii. v iii	Total of vi+vii Above	

## **5- RIGHT OF ACCEPTANCE:**

- 1.** The Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle reserves all rights to reject bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it to accept the lowest or any specific bid.
- 2.** The decision of the competent Authority i.e. o/o Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle in this regard shall be final and binding.
- 3.** Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 4.** The competent authority of the office of the Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle reserves the right to award any or part or full contract to any successful agency/agencies at its discretion and this will be binding on the bidders.
- 5.** In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the competent authority of the O/o Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 6.** Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

## **6- NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE':**

- i)** After determining the successful evaluated bidder, Client shall issue of a NOTIFICATION OF AWARD BY ISSUANCE; of 'Letter of Acceptance'.
- ii)** After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to client duly knowledge, accepted and signed by the authorized signatory, within seven (7) days of receipt of the same by him.
- iii)** The issuance of the Letter of Acceptance to the bidder shall constitute an integral Part and will be a binding to the contract.
- iv)** The time taken between the date of issue of LoA and Notice to Proceed shall not prevent contract or to mobilize the work.

## **7- PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT):**

- 1.** The successful bidder shall have to submit the Performance Bank Guarantee/FDR issued from an

tionalized bank, a sum equivalent 5 to 10% of the tender cost/contract value in favour of the Superintending Archaeologist, ASI, Mumbai Circle payable at Mumbai. Performance Bank Guarantee must valid with Minimum twelve (12) months validity after the completion of Work as per Critical Date at Sl. No. (4).

2. The Bank Guarantee can be forfeited by order of the competent authority of the Superintending Archaeologist, ASI, Mumbai Circle in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order.
3. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Superintending Archaeologist, ASI, Mumbai Circle sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's has been received and examined.
4. If the contractor is called upon by the competent authority of the Superintending Archaeologist, ASI, Mumbai Circle to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute Breach of contract and the Superintending Archaeologist, ASI, Mumbai Circle shall be entitled to make other arrangements at the risk, cost and expenses of the contractor.
5. On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

## **8- SIGNING OF CONTRACT AGREEMENT**

1. The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services. Client shall prepare the draft Articles of Agreement in the Performa included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
2. The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement in Seven (07) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
3. The competent authority of the Client shall sign the Contract agreement and return copy of the same to the successful bidder.

### **A. COMMENCEMENT OF SERVICES**

1. The Contract shall become legally binding and in force only upon submission of Performance Bank Guarantee.
2. The Contractor shall commence manpower services in Client's premises within 15 days from the date of receipt of **Notice to Proceed**.

### **B. CONTRACTOR'S OBLIGATIONS:**

1. The Contractor shall provide manpower supply at the national protected monuments of the Mumbai Circle as per Schedule of Work/ Requirements which may be amended from time to time by the Client during the contractual period and it shall always form part and parcel of the Contract. The contractor shall abide by such assignments as provided by the client from time to time.
2. The Contractor shall provide manpower services and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
3. The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

4. The Client shall have the right, within reason, to have any personnel removed who is considered unsatisfactory or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted.
5. The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
6. The Contractor shall exercise adequate supervision to reasonably ensure proper performance of the services in accordance with Schedule of Requirements.
7. The numbers of Worker can be decreased or increased as per the availability of funds and need of work hence no claim will be made by the contractor to the department.
8. The work should be executed as per the directions of the site-in-charge.
9. No accommodation/transportation to reach site will be provided by ASI.
10. No placement charges shall be collected by the firm from the prospective candidates.
11. Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.1000/- per day for each complaint will be imposed by invoking penalty clause.
12. The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
13. The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, workmen compensation Act, EPF Laws, ESIC Laws, Income tax law and Minimum wages Laws, contract Labour (Regulations Abolition Act) or any other law in force.
14. The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESI Etc. Proof of the same should be submitted by the Contractor quarterly.
15. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
16. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

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#### **D. CONTRACTOR'S LIABILITY:**

1. The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower supply to the Client.
2. The Contractor shall not be liable in anyway whatsoever and the Client hereby expressly waives any right to any loss, injury, damage, destruction, distortion, erasure, corruption or alteration of monuments or its parts.
3. The Contractor shall not Sub-Contract or Sub-let, transfer or assigns the contract or any other part thereof.
4. The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the restoration at the monument of Iqbal Circle.

#### **E. VALIDITY OF CONTRACT:**

1. The contract, if awarded, shall be initially for a period of ten months w.e.f. the date of award subject to continuous satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client (ASI) shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the client.

2. In case the client is satisfied with the work of agency/contractor the period of contract can be extended further maximum for one year on the same terms and condition. (Subject to satisfactory performance and mutual consent)

## 9- PAYMENTS

1. After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client.
2. The prices in the Price Schedule shall be inclusive of GST as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
3. The Contractor shall raise bill and submit the same to the site in-charge. The Client shall make all endeavor to make payments within 30 days from the date of verification of work.
4. The Contract shall be valid for a period of 10 months. No price escalation, other than SSR, and statutory levies Government shall be entertained by the client during the period.
5. The agency has to bear with abrupt repeal of funds by the Government and has to wait till fresh allotments are made. No interest payment for the delay in payment shall be made by the ASI. The quantum of work can be modified as per availability of funds and need of the work.

### NOTES:

1. In case where the bidder has submitted "NIL" service Charges the bid shall be treated as unresponsive and will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure OM No. 29(1)/2014-PPD dated 28<sup>th</sup> January, 2014.
2. The payment shall be made on monthly basis based on biometric/manual attendances duly certified by concerned monument in-charge (Sr. CA /CA).
3. As and when the central/state government will revise the minimum wages or statutory obligation or taxes, in taxes, in the respective states/city, the service provide/successful Bidder will put up a claim for revision of rate with a copy of the notification of the Central Government/State Government.
4. The successful bidder shall have to enter into an agreement within 15 days of giving acceptance for the work.

### FORCE MAJEURE: OBLIGATIONS OF THE PARTY:

"Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- War, hostilities, invasion, act of civil war;
- Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and Terrorist acts;

- Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- Earthquake, fire, flood or cyclone, or other natural disaster.

## **10-TERMINATION:**

1. This Contract may be terminated forth with by either party by giving written notice to the other if:

The other party is in material breach of its obligations under this Agreement and / or, in the case of such breach is capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

The contract may be terminated forthwith by the client by giving written notice to the Contractor, if:

In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.

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## **11- DISCLAIMER:**

The relatives/ near relatives of employees of the Client are prohibited from participation in this bid. Their near relatives for this purpose are defined as:

1. Members of a Hindu Undivided Family.
2. Their husband or wife.
3. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter/s husband (son-in-law), brother(s) & brother's wife, sister (s) and sister's husband (brother-in-law).

## **12. GOVERNING LAWS AND SETTLEMENT OF DISPUTE:**

Any claims, disputes and or differences (including a dispute regarding the validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai.

## **13- OFFICIAL RECORDS:**

The Contractor shall maintain complete official records of disbursement of wages / salary, showing specially details of all deductions such as ESI, EPF, bank transaction details, etc. In respect of all the staff employed at Work Site.

The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office

he personal file shall invariably consist of personal details such as name, address, date of birth, sex, r  
ential address (Temporary / Permanent) and all grievances recorded by the staff vis-a- vis action take  
C-

The Contractor shall furnish an undertaking that within seven days of the close of every month they v  
ubmit to Client a statement showing the recoveries of contributions in respect of employees with Cert  
te that the same have been deposited with ESIC/EPFO Commissioners.

**Each bill must accompany the:**

- (a) List of employees with their date of engagement.
- (b) The amount of wages (The Contractor shall ensure that SSR are paid to all the employees with all the benefits  
ch as ESIC/EPF/Bonus etc.) paid to him must be accompanied with bank statement, or payment schedule, ESI  
PF records.
- (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC Declaration of the Contra  
regarding compliance of clause 8.3 Amount of EPF/ESIC.
- (d) The contractor should submit the biometric attendance sheet for each employee with invoice bill, except the i  
uments/sites falls in the remote localities does not have electricity.  
  
(e)The Contractor shall also prepare a register indicating all payments / dues in respect  
of all the employees.

**14- GENERAL INSTRUCTIONS:**

- 1. The Contractor shall deploy all manpower at the Client in the manner and as per the instructions of the  
ent.
- 2. The Contractor shall ensure that all personnel are fully conversant with the premises and with the client  
business activities and its related worker requirements.
- 3. The Client shall have the right to have any person removed who is considered to be undesirable or o  
wise and similarly the Contractor reserves the right to remove the personnel with prior permission of the  
Client, emergencies, exempted.
- 4. The Contractor shall cover its personnel for personal accident and/ or death whilst performing the dut  
y.
- 5. The Contractor shall exercise adequate supervision to ensure proper performance of Manpower Servic  
n accordance with the requirements.
- 6. The personnel of the Contractor shall not be the employees of the Client and they shall not claim any  
ry or allowances, compensation, damages or anything arising out of their employment/duty under this  
tract. The Contractor shall make them known about this position in writing before deployment under th  
greement.
- 7. The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees a  
he Client shall not have any liability whatsoever on this account.

8. The contractor shall also provide Biometric machine for attendance, except the remote localities where there is no electricity.
9. The submitted bills will be processed at the O/o Superintending Archaeologist, ASI, Mumbai Circle and payment will be made to the contracting company/Firm/Agency within reasonable time. **All statutory T deductions like IT, GST and Labour Welfare Cess will be deducted on the bill amount as per applicable rates.**
10. The contracting company/Firm/Agency shall be capable to pay the wages as per tender document time before 07th of every month from his own resources. The bidder shall be capable to pay monthly wages upto 03 to 04 months from his own resources in case of delay in payment by this office due to unavoidable circumstances.
11. In any circumstances if the contracting company/Firm/Agency fails to disburse the wages to the manpower/casual labours within the 07 day of every following months the Archaeological Survey of India, Mumbai Circle **being the Principal Employer would have the liberty to make the payments of pending dues to all the manpower/casual labours on the very next day in terms of Section 21(4) of Contract Labour (Regulation & Abolition) Act, 1970. Such amount in whole will be recovered from next bill of the concerned contracting company/Firm, concerned contracting company/Firm/Agency will be held responsible for the same. The Archaeological Survey of India, Mumbai Circle will not be liable to pay any dues/Agency. In such way if any discrepancies arising out regarding overpayment/ double payment compensation for the same.**
12. **All payments by the contracting company/Firm/Agency to the deployed manpower and to the contracting company/Firm/ Agency by the Superintending Archaeologist, ASI, Mumbai Circle shall be done through online transactions modes like NEFT/RTGS.** The contracting company/Firm/Agency shall submit necessary bank details for bill payment.
13. The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. **A requisite portion of the whole of the bill amount will be held up till such proof is furnished, at the discretion of the office.**
14. **This deployment of manpower is purely on temporary basis as per requirement of the work and the Competent Authority would have the discretion to discontinue the same partially or wholly, any time without assigning any cause. None of the deployed manpower can ever claim job security and permanent job from the Archaeological Survey of India, Mumbai Circle in any manner.**
15. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in Archaeological Survey of India.
16. The deployed manpower will be the employee / contractual employee of the contracting company/Firm/Agency but they cannot be considered as employee of Archaeological Survey of India.
17. The contracting company/Firm/Agency shall be liable for any issues/controversy arising out in relation to ESI and shall deal the same with responsibility of the related procedures.
18. **No deposits or other monetary considerations or placement charges from the deployed manpower shall be collected by the contracting company/Firm/Agency. If any complaints are received by the Superintending Archaeologist, ASI, Mumbai Circle or other higher officials, will be duly investigated by an officer nominated by the Superintending Archaeologist, ASI, Mumbai Circle. If the complaints are found correct, suitable remedial actions including termination of the**

**tract may be taken by the Superintending Archaeologist, ASI, Mumbai Circle. The decision of the Superintending Archaeologist, ASI, Mumbai Circle is final in this regard and the successful bidder should abide by it.**

**19.** If any document furnished by contracting Company/firm/Agency is found false and fabricated at any stage it would be deemed to be the breach Contract and the concerned Company/firm/Agency liable for legal consequences besides termination of contract immediately.

**20.** The contracting agency shall ensure that the individual manpower deployed is physically fit to discharge duties of **UN-SKILLED LABOUR** as per scope of work.

#### **15- General feature and major components of the work:**

The contractor should ensure that the engaged labour should not be below 18 years and above 60 years. Their normal working hours will be as per duty shift with one hour lunch break. The working time of labours may vary as per requirement at site.

#### **16- Scope of work:**

The workers shall be engaged for the following type of jobs.

##### **Casual Labours;**

- a.** Sweeping and cleaning (removal of garbage, dry leaves etc.) of the area around the monument,
- b.** Cleaning the monument floor area, removal of cobwebs, vegetation grown on monuments,
  - c.** Visitors crowd management at sites/monuments/watch and ward duty at monuments, ticket checking at site/monuments.
  - d.** Removal of vegetation and plants grown over the monuments/Historical buildings and government buildings.
- e.** Removal of jungle/rank vegetation grown on monuments or in the premises,
- f.** Performing duties for round the clock surveillance on the monuments, peripheral areas and any property of ASI and when required in three shifts including night shift,
- g.** To assist Officers/Sub-Circle In-Charges or other staffs in conservation work, housekeeping work and other office work as and when required,
- h.** The above-mentioned tasks are very general and it may vary from site to site. The deployed persons should perform **any other task as provided by the Officers**, Sub Circle in charges or other staffs posted at the site.

#### **17- CODE OF CONDUCT:**

The Contractor shall strictly observe that its personnel:

- i.) Are always smartly turned out and vigilant.

- ii.) Shall not drink on duty, or come drunk and report for duty.
- iii.) Take charges of their duties properly and thoroughly.
- iv.) Perform their duties with honesty and sincerity.
- v.) Read and understand their post and site instructions and follow the same.
- vi.) Extend respect to all Officers and staff of the office of the Client.
- vii.) Will not gossip or chit chat while on duty.
- viii.) Will never sleep while on duty post.
- ix.) Will not read newspaper or magazine while on duty.
- x.) Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Vendor Control and the Client.
- xi.) When in doubt, approach concerned person immediately.
- xii.) Do not entertain visitors.
- xiii.) Do not smoke in the monument premises.

NOTE: The documents viz. Bid Security Form, Article of Agreement and Performance Bank Guarantee Form will be provided with acceptance letter.

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**Superintending Archaeologist  
Archaeological Survey**

**Mumbai Circle,**

DECLARATION

**(To be printed on Letter Head of Bidder)**

1. I, ....., Son/Daughter of Shri.....signatory of the agency/firm mentioned above, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by t .
3. My agency/firm has not been blacklisted/debarred from participating in tender of any Ministry/ Department Government of India and Government of India undertaking in the last Three (3) years as on date of opening of Tender. If found blacklisted/debarred within last 3 years, the bids shall be summarily/ out-rightly rejected at ar tage of the Tender and will not be considered any further.
4. The information/ documents furnished along with the above application are true and authentic to the best c y knowledge and belief.
5. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead ejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Bidder

Date: Full Name:

Place:

Seal:

**TENDER ACCEPTANCE LETTER**

(To be printed on Letter Head of Bidder)

Date:.....

To

The Superintending Archaeologist

Archaeological Survey of India

Mumbai Circle, Mumbai.

Sub: **Supply of Manpower (Un-Skilled Labours) for maintenance and upk of monuments under Jurisdiction of Pune Sub Circle for area "A"**

Dear Sir,

I/We have download / obtained the tender document(s) for the above mentioned 'Tender/work' from the GeM b site.

I /We hereby certify that I / we have read the entire terms and conditions of the tender documents (including , which form part of the contract agreement and I/we shall abide hereby the terms / conditions / clauses cont d therein.

The corrigendum (s) issued from time to time by your department/ organization to have also been taken into sideration, while submitting this acceptance letter.

I/We do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department/Public sect ndertaking.

I/We certify that all information furnished by the our Firm is true & correct and in the event that the informati found to be incorrect/untrue or found violated, then your department/ Organization shall without giving any r e or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rig or remedy including the forfeiture of the full said earnest money deposit absolutely.

I/We hereby declare no officer/staff of Mumbai Circle, ASI is related to us.

Yours faith

(Signature of the Bidder, with Official S

**TABLE FOR THE EXPERIENCE CERTIFICATE**

**ANNEXTURE-1**

Sl. no.	Name of the Department (order issuing authority)	Tender Amount	2022-2023		2023-2024		2024-2025	
			Page no. of bid document, Date of work order	Page no. of bid document, Date of completion order	Page no. of bid document, Date of work order	Page no. of bid document, Date of completion order	Page no. of bid document, Date of work order	Page no. of bid document, Date of completion order
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								

Signature of the Contractor with :

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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. Any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated 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 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 प्राधिकार 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 कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restriction 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 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 this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**