

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-04-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-04-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Electronics And Information Technology
विभाग का नाम/Department Name	Department Of Electronics And Information Technology
संगठन का नाम/Organisation Name	Centre For Development Of Advanced Computing (c-dac)
कार्यालय का नाम/Office Name	Delhi
वस्तु श्रेणी /Item Category	Laundry Service - Commercial/Residential/Transport/Industrial Purpose
अनुबंध अवधि /Contract Period	1 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू 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। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	90000
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).	15

(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 :

Centre for Development of Advanced Computing
Plot No. 20, FC-33, Institutional Area, Jasola, New Delhi 110025
(Cdac)

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

एमआईआई अनुपालन/MII Compliance

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

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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.
7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

8. 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

Minimum X years (up to 3 years) of experience in related type of space¹

Scope of work:[1774505614.pdf](#)

Laundry Service - Commercial/Residential/Transport/Industrial Purpose (240)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Space	Office/Commercial/ Institutions/Residential/Public Transport/Hotels
Type of Laundry service	Pick up & Drop Service
Type of Laundry Solution	Wet Cleaning
Cycle	Weekly
Frequency	1
Average profit in the past three years should be positive(Documentary evidence to be submitted by Service Provider)	NA
X number of employees on payroll of Service Provider(Documentary evidence to be submitted by Service Provider)	NA
Unit of Laundry	Kg
Quantity Range	51 to 250 Kgs
Size of Laundry	Not Applicable
एडऑन /Addon(s)	

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 / Weight in Kg per month / Number of Cloths per month	अतिरिक्त आवश्यकता /Additional Requirement
1	Ritesh Kumar Kaushik	110025,FC-33, Plot No. 20, Institutional Area, Jasola, New Delhi	240	<ul style="list-style-type: none">Number of months within contract period : 8

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3. 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.

4. Service & Support

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

5. Forms of EMD and PBG

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

C-DAC (Centre for Development of Advanced Computing)
payable at

Jasola, New Delhi

. 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.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

C-DAC (Centre for Development of Advanced Computing)

Account No.

39668996751

IFSC Code

SBIN0011553

Bank Name

State Bank of India

Branch address

Jasola Branch, New Delhi 110025

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

7. **Forms of EMD and PBG**

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

C-DAC (Centre for Development of Advanced Computing) Delhi

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

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

LAUNDRY SERVICES IN CDAC DELHI

TERMS AND CONDITIONS

1. Contract shall be governed by GeM General Terms and Conditions (GTC) and applicable Special/Addition al Terms & Conditions, with order of precedence as: ATC > STC > GTC.
2. All applicable laws, statutory provisions, labour laws, tax laws and government regulations must be strictly complied with. Non-compliance shall be treated as breach of contract.
3. Buyer reserves the right to increase or decrease contract quantity or duration up to 25% as per the Option Clause.
4. Bidder must not be bankrupt, under liquidation, court receivership or similar proceedings and must submit required declarations and certificates (PAN, GST, statutory registrations, etc.).
5. Bidders not debarred/banned by any government entity shall be considered.
6. Bidder is deemed to have inspected and understood site conditions before bidding. No claim shall be entertained later on this ground.
7. Buyer reserves the right to modify bid documents, extend deadlines, reject/cancel bids without assignin

g reasons, and the decision of the Tender Evaluation Committee (TEC) shall be final and binding.

8. Prices quoted shall be firm, in Indian Rupees (INR), inclusive of all applicable taxes and duties. No escalation shall be permitted.

9. Contract shall be awarded on 'AS IS WHERE IS BASIS' and no deviation in specifications shall be accepted.

10. Service Provider shall maintain high professional standards in service delivery and ensure proper washing, cleaning, handling and packaging of items as per prescribed norms.

11. Unsatisfactory services shall be rectified/re-performed without additional cost and damaged/lost items shall be replaced at Service Provider's expense.

12. Service Provider shall ensure safe disposal of chemicals and waste, follow applicable environmental and bio-medical waste rules, and maintain required operational records.

13. Service Provider shall ensure deployed manpower is medically fit and comply with all labour and statutory requirements. Manpower shall not be deemed employees of the Buyer.

14. Subletting, assignment or subcontracting of the contract shall not be permitted without prior written approval of the Buyer, and the Service Provider shall remain fully liable for performance.

15. Service Provider shall be responsible for maintenance of machinery (where applicable), costs of utilities if agreed, and any damage caused to Buyer's premises.

16. Buyer shall segregate and hand over suitable items for service, provide necessary space, access, utilities (as applicable), and retain the right to inspect service processes at any time.

17. Payment shall be made as per agreed rates after submission of invoice and required documents. No advance payment shall be made. Applicable taxes, penalties or statutory deductions may be adjusted before payment.

18. Contractor shall not be entitled to any interest or damages for delayed payments, retention money, security deposits, or amounts pending dispute resolution.

19. Bid withdrawal may be permitted before submission deadline; however, once withdrawn it cannot be resubmitted and may result in forfeiture of EMD (if applicable).

20. In case of Force Majeure events (such as natural disasters, war, national emergency, civil unrest, strikes, etc.), performance obligations and penalties may be reasonably relaxed subject to proper notification and evidence.

21. All disputes arising out of the contract shall first be attempted to be resolved amicably, failing which they shall be referred to a single arbitrator mutually agreed upon by both parties, with venue at Delhi.

22. All legal proceedings and jurisdiction shall be subject to courts located in Delhi only.

23. The cleaned cloths are required to be returned within 7 days of pickup from C-DAC Delhi. Penalty clauses may be defined for not fulfilling the same.

24. Extension of all BGs (if applicable) should be on Stamp paper of same value as that of the original BG. Minimum extension of any BG should be Beyond 3 Months of The Contract Period,

25. In lieu of Bid Security (also known as Earnest Money Deposit), the bidders/ service provider shall have to submit Bid Security Declaration letter duly signed & stamped by the authorized signatory of the bidding firm addressed to Senior Director & Centre Head, CDAC Delhi stating that "If we withdraw or modify our Bid submitted to C-DAC against the subject tender during the period of bid validity, or if we are awarded the contract and we fail to accept the contract or to submit a PBG by the deadline defined in the bid document, we hereby agree that C-DAC has full rights to cancel our bid and suspend/blacklist our firm/company for a period up to 2 years from participating in any of the tenders to be invited by C-DAC henceforth.'

26. Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority. The bidder and offered product should be in compliance with the OM & Order (Public Procurement No. 1) ref. F. No.6/18/2019-PPD dated 23.07.2020 and subsequent addendums/ amendments.

27. The bidder will be solely responsible for the correctness of all declarations, information and certificates

, failing any false declaration/information/certificate their bid may be cancelled and appropriate action may be taken against them.

28. At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document. The amendments to the tender documents, if any, will be notified by release of Corrigendum Notice on GeM against this bid.

29. The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions. The decisions of TEC shall be final and binding on all the bidders.

30. TDS and other statutory taxes, if any, as applicable will be deducted from the monthly payment.

31. If the services are not found satisfactory then the contract would be terminated at any time without serving any notice period. Also, this contract is purely at the discretion of appointing authority and can be terminated at any time without serving any notice period.

32. The prices quoted should be firm and valid till the complete execution of the order. No escalation on whatsoever account shall be paid under this contract. The contractor shall include all taxes i.e. CST etc., as applicable

33. Interest on money due to the Contractor: Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Owner to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/ security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.

34. No claim for interest or damage: No claim for interest or damage will be entertained or be payable by the Owner in respect of any amount or balance which may be lying with the Owner or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Owner in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.

Note:

All the bidders may please note that all the annexures (I to V) given below must be duly filled in, signed and stamped and have to be uploaded along with the bid documents. Also, any other required documents apart from these annexures mentioned in the GeM-defined clauses/terms and conditions or the terms and conditions mentioned above must also be duly filled in, signed and stamped, and uploaded along with the bid documents. Otherwise, the bid will not be considered and liable to be rejected.

Annexure - I

(On bidder's letterhead)

Date:

Place:

**The Scientist 'G' and Centre Head
Centre for Development of Advanced Computing
Plot No. 20, FC-33, Institutional Area, Jasola, New Delhi - 110025**

Subject: **BID SECURITY DECLARATION LETTER**

Reference: **Bid No.** _____ **dated** _____

"If we withdraw or modify our Bid submitted to C-DAC against the subject tender during the period of bid validity, or if we are awarded the contract and we fail to accept the contract or to submit a PBG (if mentioned in the bid) by the deadline defined in the bid document, we hereby agree that C-DAC has full rights to ca

cancel our bid and suspend/blacklist our firm/company for a period up to 2 years from participating in any of the tenders to be invited by C-DAC henceforth."

Signature & company seal

Name:

Designation:

Mobile No:

Annexure - II

(On bidder's letterhead)

Date:

Place:

**The Scientist 'G' and Centre Head
Centre for Development of Advanced Computing
Plot No. 20, FC-33, Institutional Area, Jasola, New Delhi - 110025**

Subject: **CERTIFICATE FOR COMPLIANCE TO CLAUSE AS PER TENDER DOCUMENTS ON RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

Reference: **Bid No.** _____ **dated** _____

We have read the GTC clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we/our Collaborator/JV Partner/Consortium member are/is not from such a country or, if from such a country, have/have been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

*We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member, as applicable, is enclosed as Annexure** _____

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Signature & company seal

Name:

Designation:

Mobile No:

Annexure - III

(On bidder's letterhead)

Date:

Place:

**The Scientist 'G' and Centre Head
Centre for Development of Advanced Computing
Plot No. 20, FC-33, Institutional Area, Jasola, New Delhi - 110025**

Subject: **DETAILS OF PAN, GST and UDYAM/ MSE REGN.**

Reference: **Bid No.** _____ **dated** _____

The details of our registration in line with the various authorities are as under:

1. PAN number

Our PAN number is as under:

PAN Number	
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Note: Copy of card indicating PAN number duly attested by the bidder under his seal and signature to be submitted.

2. GST Number (if applicable): Our GSTIN number is as under:

GSTIN	
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Note: Copy of registration with up to amendment to be enclosed.

3. UDYAM/ MSE registration No.: Our MSME number is as under:

Registration No.	
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Note: Copy of registration with up to amendment & Undertaking to be enclosed.

Signature & company seal

Name:

Designation:

Mobile No:

Annexure - IV

(On bidder's letterhead)

Date:

Place:

**The Scientist 'G' and Centre Head
Centre for Development of Advanced Computing**

Plot No. 20, FC-33, Institutional Area, Jasola, New Delhi - 110025

Subject: **BIDDER FINANCIAL STANDING/ DECLARATION ON BANNING POLICY**

Reference: **Bid No.** _____ **dated** _____

1. We have read the bid document and agree to abide by the banning policies. Further, in terms of requirement under Banning policy we hereby declare the following:
 - a) We have not been Banned/Blacklisted as on date of submission of bid by CDAC and any Ministry under Government of India.
 - b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
 - c) We have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or CDAC during the last five years.

2. We further declare as under:

that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, CDAC shall have the full right to terminate the Contract and take any action as per applicable laws or breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

Signature & company seal

Name:

Designation:

Mobile No:

Annexure - V

(On bidder's letterhead)

Date:

Place:

**The Scientist 'G' and Centre Head
Centre for Development of Advanced Computing
Plot No. 20, FC-33, Institutional Area, Jasola, New Delhi - 110025**

Subject: **DEDICATED CONTACT NO. FOR SERVICE SUPPORT AND ESCALATION MATRIX FOR SERVICE SUPPORT:**

Reference: **Bid No.** _____ **dated** _____

- a) Dedicated Telephone/ Mobile Number: _____
- b) Escalation Matrix of Telephone/ Mobile Numbers:

- i. _____
ii. _____
iii. _____

Signature & company seal

Name:

Designation:

Mobile No:

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---