

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-02-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-02-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Department Of Revenue
संगठन का नाम/Organisation Name	Central Board Of Direct Taxes (cbdt)
कार्यालय का नाम/Office Name	Cit Appeal 2 Jalandhar
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Skilled; High School; Admin , Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Admin
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	110 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
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
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

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

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / Stat 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 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 MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to 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:[1770106213.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:[1770106276.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Skilled; High School; Admin (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	High School

विवरण/ Specification	मूल्य/ Values
Type of Function	Admin
List of Profiles	Data Entry Operato
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Punjab
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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Saurav Kumar	144001,Old C R Building Jalandhar	2	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 899 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.88 • EPF Admin Charge (INR per day) : 2.88 • Optional Allowance: 1 (INR per day) : 0 • Optional Allowance: 2 (INR per day) : 0 • Optional Allowance: 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 29.22 • Provident Fund (INR per day) : 166.87 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 24

Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Admin (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	Not Required
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Specialization	Not Required
Post Graduation	Not Required

विवरण/ Specification	मूल्य/ Values
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Punjab
एडऑन /Addons	

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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Saurav Kumar	144001,Old C R Building Jalandhar	2	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 617 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.88 • EPF Admin Charge (INR per day) : 2.88 • Optional Allowance: 1 (INR per day) : 0 • Optional Allowance: 2 (INR per day) : 0 • Optional Allowance: 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 20.05 • Provident Fund (INR per day) : 74.04 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 24

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

1. **Generic**

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

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Terms and Conditions for Hiring Services of Data Entry Operator and Peon/MTS on Contract Basis the O/o Commissioner of Income Tax(Appeal)-2, Jalandhar.

A. General Conditions to be satisfied by the service provider/contractor -

1. That the service provider/contractor will provide the services of **Two Data Entry Operator and Two Peon/MTS on contract basis** for **O/o the Commissioner of Income Tax(Appeal)-2, Jalandhar** a period of 24 months i.e. from **01.03.2026 to 28.03.2028**.
2. That the buyer party shall pay to service provider/contractor as is agreed in next Para.
3. That the services and compensation of services referred to in clauses 1 and 2 above would be as follows:

S. No	Type	Rate(In Rs.)	Commission
1.	Data Entry Operator (Two in No.)	Rs.899/- Per day (8-hours) +ESIC+EPF (Excluding GST) (Depends on attendance Max. 26 days a month)	As per bid quoted by the second party in his/her tender.
2.	MTS/Peon (Two in No.)	Rs.617/- Per day (8-hours) +ESIC+EPF (Excluding GST) (Depends on attendance Max. 26 days a month)	As per bid quoted by the second party in his/her tender.

4. Preference will be given to a local vendor of Jalandhar whose main office at Jalandhar or a working office at Jalandhar.
5. The service provider/contractor should have at least 3-7 years' experience in providing of Manpower outsourcing Services in **Income Tax Department** and the experience certificate and current contract proof, if any should be attached with technical bid.
6. It is the responsibility of the Service Provider to provide manpower as per Buyer's requirement. The person deployed should be above the age of 18 years old and below 60 years old.
7. The Annual Turnover of the service provider/contractor should not be less than Rs. Two crore for each of last three Assessment Years 2022-23, 2023-24 and 2024-25 and a certified copy of balance sheet and profit and loss account and Income Tax Returns for A.Y. 2022-23, 2023-24 and 2024-25 must be enclosed as proof alongwith technical bid.
8. The service provider/contractor should have sound financial capacity and minimum capital of Rs. 20 lacs as on date of tender in bank account. A proof in the form of bank statement showing such balance must be attached alongwith technical bid.
9. The workers would be paid at the fixed prevailing rate as approved by the Commissioner of Income Tax (Audit), Chandigarh by the service provider/contractor on or before 7th day of the following month.
10. The service provider/contractor should have valid service tax registration/ GST and PAN/TAN which is to be quoted in the quotation and it should never be defaulter to make the above payment.
11. The service provider/contractor should be registered with ESIC & EPF authorities and the attested copies of proof thereof should be provided along with the technical bid.
12. Any financial bid containing zero percent commission rate will be rejected to avoid any fictitious Service provider.
13. It would be the responsibility of the contractor to make alternate arrangements if for some reason workers/staff is not available. In case the manpower is not available, no payment will be made for the day for that person, rather a penalty equivalent to cost per day of manpower will be levied and deducted from the monthly bill.

14. The requirement of this office may further increase or decrease during the period of contract and the contracting agency would have to provide additional manpower, if required on the same terms and conditions.
15. If Buyer requires additional manpower during the contract period; Buyer shall inform about the same with specific requirements to the Service Provider 2 days prior to the employment start date.
16. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer in case of any emergencies.
17. No TA/DA shall be payable directly by the buyer on production of travel documents in original and approval of appropriate authority of the buyer for undertaking such travel for the project/assignment.
18. **The persons engaged by the Contracting Agency/Service Provider will be in the employment of the Contracting Agency/Service Provider only. The workers/ staff deployed by service provider/ contractor shall not claim any absorption in the department in future. They shall all be the employees of the service provider/ contractor and shall never be considered as employees of the department i.e. there will be no employer and employee relationship between the employees of the service provider/ contractor and the department. Department/ office will not involve in any dispute between the service provider and workers of the service provider/ contractor.**
19. Any damages to assets of the department by the workers will have to be reimbursed by the service provider/ contractor.
20. The bills have to be submitted along with the acknowledgement/proof of payment of all the statutory obligations under all related and applicable laws to it, from time to time including Contract Labour Act, Minimum Wages Act, Employees provident Fund, ESI Act, etc. The contractor should also maintain all relevant registers, records and accounts & produce the same to this office as and when required.
21. The workers have to be paid for only the number of days they have worked subject to maximum of 26 days in a month.
22. In case there are complaints against DEO/Peon/MTS, he/she should be reprimanded/ replaced immediately.
23. This office could ask the contractor to increase or reduce workers depending on the need on same terms and conditions.
24. In case of non-compliance of the above terms and conditions of contract "a penalty may be levied on the basis of certificate signed by the Controlling Authority". The penalty for some of the defaults is as under:-

Sr. No.	Nature of Default	Penalty of Rs.
1	Late Reporting	Rs. 100/- per day per worker
2	Non Reporting	Rs. 1,000/- per day per worker
3	Refusal of duties	Rs. 1,000/- per instance
4	Non-observance of dress-code, if any	Rs. 100/- per instance
5	Change of personnel without prior permission	Rs. 1,000/- per instance

25. The service provider/contractor is responsible for payment of monthly wages to the personnel to be engaged by it in compliance of all the statutory obligations under all related and applicable laws to it, from time to time including Contract Labour Act, Minimum Wages Act, Employees provident Fund, ESI Act, etc. The Service Provider should ensure that wages are required to be paid on or before 7th of following month irrespective of the day of the month.

pective of the fact that the bill for the month is pending for payment. It is mandatory for the service provider to pay the prevailing rates to the deployed DEO/Peon/MTS.

26. All existing statutory regulations of Central Government shall be adhered to by the service provider/contractor and all records maintained thereof shall be available for scrutiny by this office. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.

27. The bill shall be submitted by the service provider/contractor on or before 7th of the following month at the time of submission of bill for payment, the contractor/ service provider should submit the proof for the previous payment made towards statutory liabilities. The service provider/contractor shall make only statutory deduction from the wage paid to the personnel. Payments shall be made only to the contracting agency and on monthly basis as per actual services. The service provider/contractor has to raise invoices in the first week of the next month for the services rendered in this month. The department shall make payment according to the availability of the funds.

28. The service provider/contractor shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.

29. This office reserves the right to extend the contract further, on the same terms and conditions subject to satisfactory performance of the service provider/ contractor.

30. No other person except service provider/contractor's authorized representative shall be allowed to enter the offices.

31. Aadhaar/PAN Numbers of each DEO/Peon/MTS will be verified by the service provider/ contractor and they will be allowed to work in this office only after proper police verification. Proper identification card shall be provided by the service provider/contractor to the person deployed as DEO/Peon/MTS and it must be ensured that the same are worn to work & ID Cards are displayed on person.

32. The service provider/contractor shall ensure that workers deployed by it maintain discipline of the highest order and that they restrict themselves to their assigned work only.

33. Any incidence of inappropriate behavior by any of the DEO and PEON/MTS and will lead to breach of agreement and will be sufficient cause for termination of agreement if such person is not removed immediately.

34. Notwithstanding anything contained herein, this office reserves the right to terminate the services of the service provider/contractor at any time without giving any notice or reasons whatsoever.

35. The Service provider/contractor will have to issue wearable photo identity cards of its persons & the DEO/Peon/MTS will be required to display it all time while in office failing which the person may be asked to leave the premises & penalty of Rs. 100/- on each instance of failure will be levied.

B. FINANCIAL CONDITIONS

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1. The service provider/ contractor will have to specify the amount to be charged by it towards Service charges/ commission for providing the DEO/Peon/MTS. It may be noted that in order to eliminate frivolous bids and disguised charges/deduction from wages of personnel, service providers bidding at 0% commission shall be disqualified.
2. In case multiple Service providers quoting same rates the competent authority will decide the allocation based upon their capital position and past contract experience with own and other government departments.
3. Schedule of Requirement- An affidavit (or the stamp paper of Rs. 100/-) is required to be submitted by the successful Service provider at the time of award of contract regarding the fact that the persons employed by the contractor shall be the employees of the Service provider for all intents and purposes and, in no case employer-employee relationship between the said persons and the CIT(Audit), Chandigarh, 5th Floor, C. R. Building Sector-17 Chandigarh shall accrue implicitly or explicitly and the Service provider shall solely be responsible for providing all the statutory benefits (as per relevant laws) e.g. EPF, ESI to eligible Staff employed by it. 'The affidavit shall

d also contain a declaration that Service provider shall make payment of compensation under the Workmen's compensation Act 1923 or any other applicable Acts or Enactments in case of injury or death of any of its work will be paid by the Service provider". The affidavit should also contain a declaration that the Service provider all take care of all other statutory liabilities as well) in the most sincere manner and shall solely be responsible or the same.

C. IMPORTANT NOTE

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Bidder should ensure that the following documents are part of the QUALIFYING-cum-TECHNICAL BID:

1. Copy of PAN CARD
2. Copy of Service Tax/GST Registration Certificate
3. Copy of Registration Certificate with EPF
4. Copy of Registration Certificate with ESI
5. Any other proof required in the tender document.
6. Certified copy of balance sheet, profit and loss account and Income Tax Returns for A.Y. 2022-23, 2023-24 and 2024-25.
7. Documentary evidence of experience of working with Income tax department (if any).

D. 1. The General Terms and Duties of the data Entry operators would broadly include:

- a. The personnel should preferably be graduate with English as one of the subject.
- b. The personnel should have minimum speed of typing at 40 pm in English and same speed in Hindi preferably though not compulsory. Also persons who have shorthand knowledge be preferably deployed.
- c. Typing on MS word and preparing reports on MS Excel, preparing presentation on MS Power point
- d. Taking dictation and drafting and working in work/excel/any other software used in department
- e. Cleaning and keeping in good working condition of computers, printer, fax machine, copier, scanner or any other office equipment being used by them, printing of documents and any other work assigned by the superior authority.
- f. Any other work assigned to them like assistance to regular staff in carrying of files and other papers

ers within the building, physical maintenance of records of the section, General Cleanliness and upkeep of the section/unit, Assisting in routing office work like dairy, dispatch etc., including computer, photocopy, sending of FAX etc, Other non-clerical work in the section/ unit.

The normal working hours of the DEOs will be from 09:30 AM to 06:00 PM, if necessary even on holiday, with ½ hrs lunch time break. The work shall be done on all working days and payment will be made on the basis of attendance. Where necessary DEOs will be required to work even on Saturday, Sunday and any other holidays, as ordered by controlling officer.

- g. The total number of DEOs deployed shall be at the sole discretion of this office.
- h. The personnel, if not found working satisfactorily, must be replaced by the Service provider immediately.
- i. The personnel should be punctual and should complete the work assigned to them promptly and meticulously.
- j. The personnel should report to the officer in charge assigned by this office.

E. The Duties of the office MTS/Peon would broadly include:-

- a. The workers have to be physically fit to carry out the work.
- b. The workers have to be neatly dressed.
- c. The scope of work of cleaners includes dusting, sweeping, shifting of material and records and any other work to be assigned by administrative authorities.
- d. The normal working hours of the MTS and non-cleaning workers, will be from 09:30 AM to 06:00 PM if necessary even on holiday, with ½ hrs lunch time break.
- e. The work shall be done on all working days and payment will be made on the basis of attendance. Where necessary MTS/Peon will be required to work even on Saturday, Sunday and any other holidays, as ordered by controlling officer.
- f. The total number of MTS/Helpers/Peon deployed shall be at the sole discretion of this office. The personnel, if not found working satisfactorily, must be replaced by the Service provider immediately.
- g. The personnel should be punctual and should complete the work assigned to them promptly and meticulously.
- h. The personnel should report to the officer in charge assigned by this office.

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 [attache 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 भा

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 सरकारी प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस 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 failure to do so, 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---