

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details  |  |
|--|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time   | 16-02-2026 11:00:00  |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time  | 16-02-2026 11:30:00  |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)  | 120 (Days)   |
| मंत्रालय/राज्य का नाम/Ministry/State Name  | Ministry Of Finance  |
| विभाग का नाम/Department Name   | Department Of Revenue  |
| संगठन का नाम/Organisation Name   | Central Board Of Excise And Customs (cbec)   |
| कार्यालय का नाम/Office Name  | Central Tax Audit Commissionerate, Durgapur  |
| वस्तु श्रेणी /Item Category  | Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others   |
| अनुबंध अवधि /Contract Period   | 1 Year(s)  |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)   | 10 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  |
| टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover   | Yes   Complete   |
| टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover   | Yes   Complete   |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller   | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC)<br>*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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)   |

| बिड 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> | 1                           |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>                       | 3                           |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>   | 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                      |
| मूल्यांकन पद्धति/Evaluation Method   | Total value wise evaluation |
| मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>                              | Yes                         |
| मध्यस्थता खंड/Arbitration Clause   | No                          |
| सुलह खंड/Mediation Clause  | No                          |

#### ईएमडी विवरण/EMD Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

|   |                     |
|---|---------------------|
| एडवाइजरी बैंक/Advisory Bank                                       | State Bank of India |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)                           | 1.00                |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 14                  |

(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 :

Chief Accounts Officer  
Central Tax Audit Commissionerate, Durgapur, Department of Revenue, Central Board of Excise and Customs (CBEC), Ministry of Finance  
(Samir Sarkar)

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

#### एमआईआई अनुपालन/MII Compliance

|                               |     |
|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

#### एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. 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.
7. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:1**

**The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:14**

**Scope of work & Job description:**[1770355409.pdf](#)

**Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:**[1770355569.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:**[1770355580.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others ( 14 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

| विवरण/ Specification  | मूल्य/ Values  |
|---|----------------|
| <b>कोर / Core</b>   |                |
| Skill Category  | Unskilled      |
| Educational Qualification   | Not Required   |
| Type of Function  | Others         |
| List of Profiles  | Sweeper        |
| 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 | Yes            |
| Name of states/ UT for geographical presence is required  | West Bengal    |
| <b>एडऑन /Addon(s)</b>   |                |
| <b>अतिरिक्त विवरण /Additional Details</b>   |                |
| Title for Optional Allowances 1   |                |

| विवरण/ Specification            | मूल्य/ Values |
|---------------------------------|---------------|
| Title for Optional Allowances 2 |               |
| Title for Optional Allowances 3 |               |

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

|  |    |
|--|----|
| क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer | No |
|--|----|

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address | संसाधनों की मात्रा<br>/ Number of<br>Resources to<br>be hired | अतिरिक्त आवश्यकता<br>/Additional<br>Requirement |
|-------------------|---|-------------|---|---|
|                   |   |             |   |   |

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address   | संसाधनों की मात्रा<br>/ Number of<br>Resources to<br>be hired | अतिरिक्त आवश्यकता<br>/Additional<br>Requirement   |
|-------------------|---|---|---|---|
| 1                 | SAMIR SARKAR  | 713216,Office of the<br>Commissioner, Durgapur Audit<br>Commissioerate,CGST & CX,<br>Satyajit Roy Sarani, City centre,<br>Durgapur-713216 | 14  | <ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 674</li> <li>• Bonus (INR per day) : 56.14</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 21.9</li> <li>• Provident Fund (INR per day) : 80.88</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 12</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. 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. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 4. **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.

### 5. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

## **Additional Terms and Condition**

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1. The registered address of service provider must be located in the State of West Bengal. Documentary evidence to be submitted.
2. Any service provider who have history of unsatisfactory service provided to this office would not be entertained and may be rejected at the time of evaluation of Technical bid.
3. Wages break up and calculation sheet should be uploaded at the time of bidding.
4. The price given /quoted should be as per latest minimum wages fixed by the Chief Labour Commissioner of Ministry of Labour and Employment, Government of India. The declaration should be given in this regard in technical bid.
5. To be eligible for award of contract, Bidder must possess following certificates to be uploaded with Bid: PAN, ITR, Aadhar, Trade License, Labour License, ISO Certificate, GST Registration Certificate, MSME Certificate, Experience certificate of s

imilar service in working with department of CBIC/Central Govt. offices and any other relevant documents.

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

Text Clause(s)

**SCOPE OF WORK**

PROCUREMENT OF HOUSEKEEPING SERVICE

BY CGST DURGAPUR AUDIT COMMISSIONERATE

**1. Requirement of Manpower Outsourcing Service are as under:-**

| Office/Building Location  | Appx. Area (Sq. ft.) | Minimum Unskilled Labourers required |
|---|----------------------|--------------------------------------|
| <b>Hqrs. Office at Durgapur</b> (Address: Office of the Commissioner, Commissionerate, CGST & CX, Satyajit Roy Sarani, City Centre, Durgapur-7132 16, W.B.)   | 11,182               | 3                                    |
| <b>Circle-III &amp; IV offices at Durgapur</b> (Address:- Office of the Assistant Commissioner, Circle-II & I V CGST & CX, Durgapur Audit Commissionerate, Satyajit Roy Sarani, City Centre, Durgapur-713216, W.B. )                                    | 3133                 | 4                                    |
| <b>Circle-I Office at Asansol</b> (Address:-Office of the Assistant Commissioner, Circle- (Asansol), CGST & CX, Durgapur Audit Commissionerate, Sen Raleigh Road, Kumarpur More, Asansol- 713305, W.B.)   | 4500                 | 2                                    |
| <b>Circle-II Office at Bolpur</b> (Address:- office of the Assistant Commissioner, Circle-I (Bolpur), CGST & Cx, Durgapur Audit Commissionerate, Nanoor Chandidos Road, Sian, Bolpur, Distt;- Birbhum-731204, W. B.)                                    | 4000                 | 2                                    |
| <b>Circle-V &amp; VI offices at Siliguri</b> (Address:- Office of the Assistant Commissioner, Circle-V & VI (Siliguri), CGST & CX, Durgapur Audit Commissionerate, 2nd & 3rd Floor, Aarav's,Bagha Jatin Road, Bagha Jatin Park , Siliguri-734001, W.B.) | 5776                 | 3                                    |
| <b>TOTAL</b>  | <b>28591</b>         | <b>14</b>                            |

2. The prime object of housekeeping service is to maintain the entire office premises in a clean and proper condition. The premises are to be maintained from the hygiene point of view.

**3. The broad details of work covered under the scope are enumerated as follows:**

- a. Cleaning, sweeping and wiping of entire area in the office daily.
- b. Furniture like tables, chairs, visitor's chairs, sofas, almirahs etc. and all the electronic gadgets like Servers, computers, telephones, fax machines, photocopier machines etc., have to be dust free and dust removal has to be carried out on daily basis. The doors, windows, partitions including the particle board, glass and aluminium channels, railings of ramps and stairs in the entire office should be cleaned daily. The flowers pots should be maintained and watered properly.
- c. Thorough cleaning of toilets/urinals using required disinfectant materials like phenyl twice a day and more often if needed and by putting naphthalene balls in all the urinals/ basins and air freshener in the toilets and also cleaning of all sanitary fittings, tiles and mirrors on the walls in the toilets.
- d. Ensure removal of blockages and clogging in the wash basins and other sanitary fittings in the toilets for smooth outflow of wastewater.

e. Shifting of furniture and other items/stores from one place to another as required by the administration.

f. Care should be taken that the gadgets are not tampered with during the cleaning operation.

4. Any other petty work assigned by the officers. Workmen provided are to be available in office during working hours on all working days and shall not leave the office premises without permission of the caretaker/Authorized Officer. Workmen are required to attend office and carry out jobs prescribed on holidays also whenever called for by the caretaker/ Authorized Officer.

5. Workmen shall also attend to the occasional works assigned by office such as taking photocopies of documents under supervision of officers during working hours.

#### **6. JOBS TO BE CARRIED OUT DAILY (ON WEEK DAYS) :**

a. Cleaning of toilets, windows, washbasins & other fittings, removing of all dust, unwanted materials, cleaning to be done with phenyl twice a day.

b. Cleaning of corridors and common area- with phenyl twice a day.

c. Sanitizing the Office premises on daily basis.

d. Removing dust from floors, windows, doors, journals, furniture, fixtures, telephone, cupboards, air conditioners, almirahs, filing cabinets, glass panes etc. Collecting waste paper, unwanted materials and its disposal at indicated locations.

e. Cleaning of rooms by mopping floor with cloth soaked in water and phenyl.

f. Providing toilets with liquid soap, naphthalene balls and deodorant block etc. Liquid soap is to be kept in press and pour type steels or plastic containers.

g. Miscellaneous services such as serving of drinking water/refreshment etc. to the officers and staff on daily basis and also during Conference/ Meetings/ Seminars and visit of Tax payers.

h. General maintenance and up keeping of the entire office premises.

i. Proper sweeping, mopping and cleaning of the work place and should keep the office, its towel, bed sheets, pillow covers, other cloth items, kitchen and utensils, dining rooms, other rooms, toilets etc neat and tidy.

#### **7. JOBS TO BE CARRIED OUT WEEKLY (ON SATURDAYS):**

a. Washing of floors in the entire office area with detergent/vim/soap and water.

b. Removal of cobwebs in the corridors, rooms, chambers and lavatories.

c. Removal of dust accumulated on the walls, window panes and ventilators in the toilets.

d. Vacuum cleaning in the Electric Room, computer section, Server Section, all computers in the office and the sofa sets twice a week. Vacuum Cleaners to be provided by the service provider.

e. If the labour is required on Sunday/Gazetted holiday, no extra charge will be paid to the Contractor.

#### **8. OTHER TERMS AND CONDITIONS OF THE BID**

- a. The bidders are required to quote their rate only per square ft./per manpower basis, which should include deductions towards PF, ESI, Pension and Bonus etc.
- b. The deduction towards PF, ESI and Bonus, etc., have to be factored in rates being quoted on per square ft/Manpower.
- c. The Bidder should satisfy themselves before submission of the Rate/quotations.
- d. Contractor shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or order of the Govt. This office shall have no liability whatsoever in this regard and the Contractor shall indemnify this office against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.
- e. This office reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds of such action.
- f. Sweeping cleaning of all parts as per specification vide the items of schedule shall be completed before 9.00 a.m. every day.
- g. The contract rates shall include the cost for all essential and contingent works, which although not specifically mentioned in this contract, are necessary for completion of the work to the satisfaction of buyer office.
- h. The contractor shall comply with all the relevant statutory conditions and all the disputes arising out of non-compliance of relevant statutory provisions, if any, has to be dealt with by the contractor alone and the department will not be a party in such cases.
- i. Bidders should pay to their personnel a minimum wages at the prevailing rate as fixed under Minimum Wages Act and any breach of this condition will be liable for termination of the contract and the same would be dealt with accordingly. Besides, ESI and PF per head at the current rate should be paid by the Contractor every month as per the existing rules. The contractor should ensure payment of increase in DA as and when announced by the Govt. For this payment Contractor may take into account anticipatory increase in DA while making his bid. The service provider should also maintain Pay Roll containing the above details.
- j. The persons employed should present and work for at least 8 hours on working days of week or as and when required. Bidder should quote rate for providing housekeeping/multi-tasking services keeping in mind total working days in a week/month.
- k. The contractor will provide his staff with the necessary uniform & proper safety materials to avoid serious injury/accident. The cost will be borne by the Contractor.
- l. Manpower required for execution of the entire work, including transport, shall be arranged by the contractor. In case, a particular workman remains absent due to one reason or other, it would be the responsibility of the contractor to provide another workman in his place.
- m. In case of emergency and residual situations, the Contractor has to make the personnel available to cater for emergency services and urgent work entrusted by this office as and when need arises.
- n. The Contractor should ensure that there no scope for any grievance from the personnel on delayed payment of wages or there is any decrease in their applicable wages. The employees engaged by the Housekeeping agency will be in the employment of the Housekeeping Agency only and not of this Office.
- o. Escalation of price would be allowed during the contract in accordance with Order issued by Labour Commission on Minimum Wages.

## 8. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

## 9. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

## 10. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 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---**