

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-03-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-03-2026 17:30:00
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 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	Income Tax Office Tuticorin
वस्तु श्रेणी /Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Watch and Ward
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	3 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,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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	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	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	1550224
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	35000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). 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 :

Income Tax Officer

Income tax office Tuticorin, Department of Revenue, Central Board of Direct Taxes (CBDT), Ministry of Finance (Shunmuga Sundar Raj K)

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

Scope Of Work For the Service:[1771237902.pdf](#)

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Watch And Ward (4)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Watch and Ward
Category of Skills	Unskilled
Gender	Male
Duty Hours in a day	24
Qualification	Not Required
Ex Servicemen	No
Age Limit	Up to 55 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	security services
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Tamil Nadu
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title For Optional Allowances 1	0
Title For Optional Allowances 2	0

विवरण/ Specification	मूल्य/ Values
Title For Optional Allowances 3	0

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
1	Shunmuga Sundar Raj K	628001,19 A WGC Road, Tuticorin	4	<ul style="list-style-type: none"> • Tenure/ Duration of Employment (in months) : 12 • Basic Pay (Minimum daily wage) : 760 • Provident Fund (INR per day) : 91.2 • EDLI (INR per day) : 3.8 • ESI (INR per day) : 24.7 • EPF Admin charge (INR per day) : 3.8 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0 • Number of working days in a month : 30

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. Buyer Added Bid Specific SLA

Text Clause(s)

TERMES AND CONDITIONS:

1. The Income Tax Department, Tuticorin intends to utilize services of "Security Guards" through service provides, at its disposal for a period of 12 months from 01.04.2025 to 31.03.2026 as per the following terms and conditions.
2. **Registered address or Branch address of the service provider/Organization should be within the radius of 100 KM of the concerned office.(i.e.INCOME TAX OFFICE, TUTICORIN).**
3. **The seller should disburse the salary to their employees/ Security guard before 10th of every month in the contract period. As such kind of activities hinders the smooth working to office, kind attention is required in this matter. Failing to comply may result in the termination of contract at any time.**
4. The Service Provider shall provide security services to Income Tax Office, Tuticorin with requisite security personnel on all days including Saturdays, Sundays and National Holidays.
5. **Security Personnel should have minimum high school qualification, working knowledge of Tamil, English, good physique and at least 2 years' experience of rendering security services and knowledge of fire fighting. They should be in between 25 to 55 years of age and bear good moral character.**
6. The Service Provider shall provide suitable and clean uniforms to the Security personnel engaged by him. It should also be ensured that the uniforms are in good condition and should be washed and ironed daily.
7. Security personnel should wear complete uniform with all accessories - cap, belt, badge, insignia, black shoes, socks warm clothing etc. They should also display their photo identity cards all the time while on duty.
8. The Service Provider will supply one good whistle, torch, strong bamboo stick (Lathi) as per requirement to each security personnel.
9. The Service Provider shall furnish a detailed list of his employees along with their names & residential address, age, photograph, Photo identity proof and proof of address to the Head of Office-cum-DDO, Income Tax Office, Tuticorin. The service Provider shall get the police verification done on credentials of the workforce to be employed by him in the premises and keep the original thereof with him/them for production to the Income Tax Office as and when desired. However, a certified copy of police verification shall be submitted to Income Tax Office, Tuticorin.
10. The Service Provider is solely responsible for maintaining statutorily required registers for efficient performance of the contract. The same should be produced to the Officer-in-charge for inspection as and when required. Security personnel shall also maintain 'in and out' duty register for themselves.
11. Security personnel shall be responsible for physical verification of the persons of other service providers engaged in the above mentioned campuses and persons going in and outside the premises and maintain their 'in and out' record.
12. Security personnel shall be responsible for proper entry of the visitors and vehicles. The Security personnel should ensure that no person enters into the premises unauthorized. They shall maintain records of visitors along with vehicles which enter the premises. They shall also ensure that vehi

cles are parked only in the designated parking area.

13. The Service Provider shall maintain proper records of the attendance of the security personnel engaged by it for rendering security services and ensure that gates will never remain unattended by security guard/guards. Such records should be produced for verification as and when required by the Income Tax Office, Tuticorin. Any absenteeism of Security Guards on a day is to be made good by providing a substitute standby without loss of time to ensure that the work is uninterrupted.
14. The Security Personnel shall be deployed on rotation basis as and where needed. Any security guard should not be deployed for more than eight hours continuously and norms of labour laws & rules must be adhered to in this regard. The Service Provider shall comply with the provisions of all the applicable Labour Laws and any amendments/modifications thereto, or any other Law relating thereto and Rules made there under from time to time and comply with all provisions applicable thereto herein and/or make all the payments specified therein.
15. The service provider shall be fully responsible for complying with the provisions (including documentation and submission of reports on the above to the statutory authorities) and shall indemnify the Income Tax Office, Tuticorin from any such lapse, for which the Government/Statutory authorities there under may take action against the service provider.
16. The service provider shall be liable to pay his contribution and his employees contribution to the State Insurance Scheme, Provident Fund Authorities, etc. in respect of all its employees for the performance of its obligations under this agreement in accordance with the provisions of Employees' State Insurance Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952 as amended from time to time.
17. The Service Provider shall abide by the Minimum Wages Act 1948 and other applicable enactment, rules and regulations. In case of variation in minimum wages as prescribed by the competent authority, the contract amount will be modified to the extent of setting off the increase in the wages payable by the Service Provider to its security personnel/other workers under this contract.
18. The Service Provider shall be solely and exclusively liable and responsible to its security personnel or other workers for the following:
 - a) The payment of wages, allowances and other benefits as per the provisions of Minimum Wages Act or any other applicable act or enactments in force from time to time.
 - b) The payment of compensation under the Workman's Compensation Act or any other applicable acts or enactments, in case of injury or death of any of its security personnel/other worker.
 - c) Any other allowances or benefits as admissible under different laws, rules and enactments to security personnel/other employees, including weekly rest/off day's leave, national holidays etc.
17. The security personnel/other workers deployed by the Service Provider for the work/service as specified in this document shall be employees of the Service Provider/services provider for all intents and purposes and in no case shall have a relationship of employer and employee between the Income Tax Office, Tuticorin and said persons shall accrue implicitly or explicitly.
18. The Service Provider shall be duty bound to obtain and possess all statutory registrations, licences (including PSARA), permissions, approvals etc. from the Competent Authorities for providing required services as per the terms and conditions of the contract and furnish the copies thereof to the Income Tax Office, Tuticorin as and when required. In case, the Service Provider fails to do so, the contract shall be terminated.
19. The Service provider shall be responsible for any damage to the land & buildings, equipments, furniture & fixtures, Vehicles, other items and articles within the said premises and if such damage in the opinion of the Office is due to negligence or carelessness or any fault on part of the Service Provider or its employees or workers, then the Service Provider shall be liable to pay to the Income Tax Office, Tuticorin such amount in respect of such damage as may be assessed by Income Tax Office, Tuticorin.
20. Without prejudice to the preceding terms of contract, the Service Provider will be liable to reimburse the Income Tax Office, Tuticorin any cost or legal liability/penalty/ fine imposed on the Income Tax Office, Tuticorin by any authority, because of any misconduct or any act of omission or commission of the Service Provider or any of the workers/any other persons deployed by the Service Provider.
21. The Income Tax Office, Tuticorin shall make the contract payment as per the payment schedule mentioned below:
 - i) Monthly bills complete in all respects along with statement showing number of security personnel deployed for number of days, copy of attendance register and proof for payment of GST and Provident Fund contributions for individual personnel relating to previous month.

nths shall be enclosed and submitted by the Service Provider. Bills will normally be paid as early as possible. No advance payments shall be made.

- ii) Following deductions/adjustments shall be made from the bills before making the payment:
 - (a) Income Tax deduction at source as per statutory provisions.
 - (b) The amount equivalent to any damages/loss etc. caused to the Income Tax Office, Tuticorin which is attributable to the Service Provider, and any other charges (penalties and other deductions etc.)
22. In case, the person deployed by the contractor is absent/leave, suitable replacement should be given immediately with information to the Income Tax Office, Tuticorin. If the Service Provider fails to deploy requisite number of security personnel as per the terms of the contract or their staff is found missing, the Office shall impose a penalty of Rs.500/- per person per day for short deployment of staff.
23. After the award of contract, the Service Provider shall be initially on trial for two months, subject to fortnightly review of performance. The continuance of the contract for the remaining period shall be subject to the satisfactory performance during the trial period.
24. In case, the Service Provider assigns or sub-contracts his contract to some other person or attempts to do so, the Office shall have the right to terminate the agreement without giving any notice to the Service Provider.
25. The Income Tax Office, Tuticorin shall have the right to unilaterally terminate the contract without specifying or assigning any reasons for the same, by giving one month's notice to the Service Provider. In such a case, Income Tax Office, Tuticorin shall return the performance guarantee to the Service Provider within ten days after termination of the contract subject to the clearance of any damages due upon the Service Provider and vacation of the premises.
26. On termination of contract by the Office for any reason whatsoever, the Office shall be entitled to engage the services of any other person, agency or Service Provider to meet the requirement without prejudice to its rights including claim for damages against the Service Provider.
27. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Tuticorin.
28. However, no dispute shall be taken by either parties to the contract, to any court of law without first referring it to an arbitrator, who will be appointed by the Income Tax Office, Tuticorin, and any decision of the arbitrator will be final and binding on both parties, and shall not be appealable in any court of law, except on the grounds of malafide or perversity.
29. The contractor shall arrange for the maintenance of all such registers and forms as are statutorily required and / or considered necessary for the efficient performance of this contract.
30. It is clearly agreed and understood that all the persons provided / engaged by the contractor shall be the employees of the contractor and all disputes between the contractor and its personnel shall have no bearing on Income Tax Office, Tuticorin. Income Tax Office, Tuticorin shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employee / ex-employee of the contractor. The Contractor is fully responsible for disciplined behaviour or its workmen.
31. The Department reserves the rights to suspend this tendering process without assigning any reason, whatsoever. It also reserves the right to enter into or reject all applications depending on the availability of resources.
32. The service charges quoted shall be inclusive of cost of issue of identity cards, other expenses relating to maintenance of register, supervisory charges and other charges to be incurred by the contractor to satisfy the terms and conditions of tender.
33. The persons deployed by the contractor should maintain the confidentiality of the work carried out by them and it is also to be ensured that they should not remove or take any material that belongs to the department.
34. In case, complaints are received against the personnel deployed by the contractor and if the complaints are found to be true, the personnel should be replaced immediately.
35. If the service provided by the contractor is found to be satisfactory, the contract may be extended for a further period of one year at a time as agreed to by both the parties (contractor and the Department) under the same rates and same terms & conditions.
36. Insurance cover protecting the agency against all claims applicable under; the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any persons deployed by him even for short duration. This office shall not entertain any claim arising out of mishap, if any that may take place. In the event of any liability/claim falling on this office, same shall be reimbursed/indemnified by the Contractor.

37. The contractor is responsible for payment of monthly salary including leave salary, bonus, gratuity etc. to the personnel as applicable to them under law. The Contractor should ensure that salaries are paid on time every month.
38. During the contract period, the agency shall make salary and other payments and provide other things in time without for the bill payments passed and paid by the Income Tax department. In case it is seen that the payments of salaries have been withheld for the reason that the same have not been paid by the department, the service provide shall be debarred from participating in the next tender to be floated by the department.
39. The agency shall discontinue the contract at any point of time by giving notice at least 60 days before the intended date of discontinuance. But it will amount to forfeiture of its security deposit submitted by it in case of discontinuation without notice and notice less than 60 days prior to the intended date of discontinuation. Income Tax Department will have the right to claim damages and recover them from the payments due to the agency or by any other means in addition to forfeiting the security deposit of the agency.

RATE AND PRICES:

40. The bidders shall quote their rates per personnel deployed as "Rate per day per personnel" (in both words and figures) which shall not be less than the minimum wages stipulated by the Government. The payment of wages during the contract period shall not be less than the minimum wages fixed by the Central Government from time to time. The minimum wages prescribed in that order for **Watch & Ward (Without Arms)** should be adhered to.
41. The contractor/bidder shall have to specify the percentage and the amount to be charged by it towards EPF & ESI Contribution (per day) and Bonus (per day) in the financial bid and the tender will be rejected, if it is below the statutory minimum.
42. The contractor/bidder shall have to specify the amount of bonus to be paid to its workers (to be calculated per day) in the financial bid.
43. The contractor/bidder shall have to specify the amount to be charged by towards service charges for providing the Security Guards as per the wages as mentioned in above para. It may be noted that in order to eliminate frivolous bids and disguised charges / deduction from salary of personnel, contractors bidding at 0% service charges shall be disqualified.
44. Proper salary slips indicating the deductions (PF & ESI etc.) shall be provided to the deployed persons by the contractor at the time of disbursement of the salary every month. The details with regard to payment of PF, ESI & Service Tax and other statutory payments should be submitted for verification as and when called for by the Department.
45. The contractor to whom the contract is awarded, shall submit a refundable performance guarantee of 5% of total contract value in favour of ZAO,CBDT, Madurai payable at Madurai within one week of award of contract. The deposit shall be interest free. Performance guarantee may be given by way of an irrevocable Bank Guarantee of equivalent amount.

PAYMENT TERMS:

46. The contractor shall submit the bill for every month by the 7th day of following month along with the statement showing number of persons deployed for number of days certified by the respective Officers. No interim bills will be entertained. Payment will be made through ECS within a month from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective Officers. The payments shall be made by Income Tax Office, Tuticorin. The payment is subject to TDS applicable under the Income Tax Act,1961 and GST-TDS.
47. The agreement/contract is valid for a period of **ONE YEAR with effect from *01.04.2026 to 31.03.2027.***
48. The agreement/contract may be renewed for further period of one year after completion of this agreement/contract period, subject to the satisfaction of "The Department".

4. 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

Zonal Accounts office Madurai

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.

5. **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.

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

Zonal Accounts office
payable at
Madurai

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

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---