

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	19-05-2025 11:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	19-05-2025 11:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Defence
<b>Department Name/विभाग का नाम</b>	Department Of Military Affairs
<b>Organisation Name/संगठन का नाम</b>	Indian Navy
<b>Office Name/कार्यालय का नाम</b>	*****
<b>क्रेता ईमेल/Buyer Email</b>	suryapratap.dev@navy.gov.in
<b>Item Category/मद केटेगरी</b>	Manpower Outsourcing Services - Minimum wage - Unskilled; Secondary School; Others
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	71 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	2 Year (s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Floor Price/न्यूनतम मूल्य	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Material Superintendent  
Material Organisation, Visakhapatnam, Department of Military Affairs, Indian Navy, Ministry of Defence  
(Material Superintendent)

#### MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. 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.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

**Scope of work & Job description:**[1744610591.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1744610609.pdf](#)

#### **Manpower Outsourcing Services - Minimum Wage - Unskilled; Secondary School; Others ( 12 )**

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Educational Qualification	Secondary School
Type of Function	Others
List of Profiles	Office Peon
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA

Specification	Values
Addon(s)/एडऑन	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Visakhapatnam	12	<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) : 3.13</li> <li>• EPF Admin Charge (INR per day) : 3.13</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) : 21.91</li> <li>• Provident Fund (INR per day) : 75</li> <li>• Number of working days in a month : 24</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

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

### 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

**Registration / Empanelment Requirement:** Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with

MSME/NSIC/Defence Organisation for Hiring of Manpower Services for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

### 3. 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.

### 4. Service & Support

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

### 5. Service & Support

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

### 6. 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.

### 7. 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.

### 8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### 9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**(1) Service Charge. The service charges has been kept at a minimum of 6%. Accordingly minimum floor price of the tender has been set considering 6% service charges. Quote from bidder with service charges less than 6% shall not be considered.**

2. The Seller/ Bidder can be disqualified on Recommendation of Board in Technical Evaluation Stage, If found Problem Creator/ Perpetual defaulter in any case with present Unit/ Headquarters.

3. **Registered Local Office.** State of main Office (Head Office) of participating firm is required to be located in consignee City to co-ordinate the services uninterrupted and to resolve any issues arising while carrying out contract as per contractual obligations. In support the service provider has to submit documentary proof of office address, with landline / mobile number of the contact person failing which the bid offer will be rejected during technical evaluation.

4. Bidder should not be bankrupt, documentary evidence to be produced for the same Self declaration will not be considered as valid document.

5. Following conditions will lead to forfeiting of PBG of the contractor directly without any Warning letter.

(i) Non Adherence of Minimum Wages Act 1948. i.e. The contractor should ensure Payment of Minimum Wages (Either Equal or more than Minimum Wages).

(ii) Non Payment of Workers on Time (By 07<sup>th</sup> day of successive month).

6. Contractor should follow and deal with all correspondence by Labour Commissioner post conclusion of contract.

7. Contractor will be provided time period not more than one month from issuing the third Warning letter for reply. Failing which contract will be Terminated.

8. **Run L1 Option** in case of Multiple L-1 will be exercised.

9. All documents enclosed with the Bid have to be complied by the Bidder.

10. **Experience.** Firms should have undertaken similar cases in any of the Defence Organisations in Visakhapatnam / ENC. MSEs and startup firms also to have Mandatory prior experience in providing Similar type of Services.

10. **Performance Guarantee.** The Bidder will be required to furnish a performance guarantee certificate by way of Bank Guarantee/ FDR through Public or Private Sector banks authorised to conduct government business of a total sum of 5% of the contract value.

12. **Paying Authority.** No advance payment will be done, payment will be made on monthly basis post completion of supply/ work through CDA(N), Vizag.

13. **Unsatisfactory Performance.** The Bidder will be rejected in case of unsatisfactory performance in running contracts. Firms previously issued with warning letter for non compliance of contractual terms & conditions are liable to be technically disqualified from future tenders of this Unit. On second occasion of defaulting, revocation of PBG will be undertaken. Subsequently, short closure of contract will be undertaken for any further issues of the firm.

14. **Financial Position.** The firm should have a sound financial position to continue to provide service for a period of minimum of three months irrespective of clearance of bills by paying authority due to want of correct documents from service provider or any other unforeseen reasons.

15. Firms should fill the certificates duly attached in the ATC and upload along with the other bid documents for technical evaluation. Firms falling to do so are liable for rejection.

16. Firms not replying to queries based on technical bids within the specified time will be rejected.

17. Submission of escalation matrix document for service support are to be submitted as per format uploaded in the bid along with the other technical documents.

18. **Bid Security Declaration.** Bidders to sign a Bid securing declaration on firm's letter head accepting that if they withdraw or modify their bids during the period of validity or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for bids document they will be suspended for the period of one year (time specified in the request for bids document) from being eligible to submit bids for contracts with entity that invited the bids. The bid declaration as per format be submitted along with other technical documents.

19. **Non Disclosure Declaration Certificate.** Non Disclosure declaration certificate is to be submitted as per the format uploaded in the bid along with other documents.

20. The firm should produce valid GST Certificate failing which the firm is liable for rejection.

21. Bidder should have proper vendor code and should submit the documents like pan card, GSTIN, cancelled cheque, NEFT mandate duly certified by bank.

22. Buyer reserves all the rights to cancel the bid at any time without specifying the reasons.

23. In the matter of any dispute, the decision of the buyer of the organisation will be final.

24. In case any mishappening / casualty occurs then there will be no responsibility of any officer of the organisation.

25. The firm should enclose Valid Labour Registration Certificate. Same should be submitted along with technical bids.

26. The firm should enclose valid EPF registration and ESI certificate.

27. The contract awarded firm (L1 firm) must submit PBG of the contract within 30 days post award of the contract.

28. **Acts applicable to Contractors**. The contractor shall remain liable for the payment of all wages and other moneys/ allowances to his work-people or labourers or employees under the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, or any other Act or enactments relating thereto and rules framed thereunder from time to time. The contractor shall also comply with The Factories Act, 1948, The Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, Contract Labour (Regulation and Abolition) Act, 1970, The Industrial Disputes Act, 1947, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, The Maternity Benefits Act, 1961, Employees' State Insurance Act, 1947, The Payment of Gratuity Act, 1972, The Payment of Bonus Act, 1965 and The Child Labour (Prohibition and Regulation) Act, 1986 as amended from time to time.

29. **Safety Equipment**. The contractor shall arrange for necessary safety equipment, including Personal Protective Equipment (PPEs) but not limited to protective clothing, helmets, goggles or other garments or equipment designed to protect the wearer's body from injury or infection, including raincoat or Mackintosh. He shall also ensure judicious use of the same by his employees and such arrangement will be made at his own end and cost, with no additional liability to the cost arising therefrom to the Government/ Indian Navy. Provided further that in case of failure to arrange or ensure judicious use of the safety equipment, the contractor should be liable to pay a penalty of Rs. 50 for each default deposited to the Government of India vide Military Receivable Order (MRO) within 04 working days of notifying the default.

30. **Medical Treatment**. The contractor shall conform generally to the sanitary requirements of the Local Medical and Health Authorities. In the event of any injury (major and minor) sustained by his employees in the premises of this establishment during execution of work/ course of duty; the contractor shall ensure shifting of employees to the nearest civil hospitals and further treatment to the injured at his own end and cost, with no liability to the cost arising therefrom to the Government/ Indian Navy. First Aid will be provided by this establishment, as feasible.

31. **Reporting of Accidents/ Incidents**. In the event of accident/ incident involving any employee of the contractor, within the premises of this establishment, the same should be intimated to the Contract Operating Authority by the contractor through the Fastest Available Means (FAM).

32. **Security Provisions**. The contractor and his employees shall adhere to all



local security orders issued by competent authority, from time to time. In addition, the contractor and his employees shall be subject to the Official Secrets Act 1923, as amended from time to time.

**33. Wages and Allowances.** Contractor is required to pay salaries/ wages to his employees working in this establishment at the location first i.e. on their own and then claim payment from the buyer along with all statutory documents like remittance of PF subscription, copy of wages slip, along-with a copy of the bank statement remitting wages/ salaries to respective bank account of the employees. Wages paid shall be in accordance with conditions promulgated by Govt of India/ Ministry of Labour and Employment, such that, the minimum wages and related allowances shall be paid as is disseminated by Central Govt/ State Govt/ Local Self Government, whichever being higher. The responsibility of factoring the same rests with the bidder/ contractor exclusively and will be enforceable during currency of the contract, subject to periodic revision in such promulgated minimum wages. Payments are to be done not later than first week of the following month, for the previous month. Notwithstanding anything to the contrary, the liability of the Government/ Indian Navy will be restricted to the financial implication of the contract and no additional liability will be incurred for the same towards the contract being operated.

**34. Non Adherence to the Payment terms.** In case, the contractor fails to make payment of wages and allowance to the contractual employees in time as per terms and conditions of the contract, the buyer will have the right to revoke PO and process the payment through the employees in addition to cancel the contract. Firms not fulfilling contractual obligation, despite warning letter will be technically disqualified from other tenders due to poor response.

**35. Levy of Additional Charges.** Any additional charges levied (including but not limited to placement charges, administrative charges, bonus clearing charges, stationery charges, uniform charges, employee hiring charges, employee retention charges, managerial charges or any charges/ fees/ commissions/ contribution to this effect) levied by the contractor on his employees provided vide contract in this establishment, should be unambiguously and categorically included in the bid amount/ financial implication of the contract. The same will be categorised during awarding of contract and cannot be detected from the wages/ salaries of the employees if not forming part of the financial implication of the contract, otherwise explicitly mentioned. The liability of the Government/ Indian Navy will be restricted to the financial implication of the contract and no additional liability will be incurred for the same towards the contract being operated.

**36. Inspection.** Conformity of the contractor to the provisions stipulated above will be examined by the Contract Operating Authority and / or his authorised representative at any time during currency of the contract. The same is part of post contract evaluation process by competent authority towards assessing the contractor's quality, delivery, commitment and adherence to the safety standards. Non-compliance to the aforementioned provisions shall also invite penalty/ incurring of liquidated damages (LD), as decided by the competent authority.

**37. Employment.** The employment, as part of this contract, is contractual and the employees cannot claim permanency of employment on grounds of continued tenure. The rights of employment shall be restricted to that of contract employees (irrespective of period of employment) as per extant regulation and the liability of the Government of India/ Indian Navy shall be restricted to that of a principal employer, whatsoever. The contractor is wholly and severally liable for his employees and the conditions of employment are to be agreed upon by his/ her employees, when employed as part of this contract, with liability of the same mandated to the contractor performing the contract.

38. **Definition.** The following definitions are considered for the same:-

(a) **Contractor.** "Contractor" means the individual or firm or company whether incorporated or not, undertaking the contract including legal personal representative of such individual or the persons composing such firms or company or the successor of such individual or firm or company or company and the permitted assigns of such individual or firm or company.

(b) **Employee.** Employee/ labour/ worker/ work people mean all personnel employed by the contractor in this establishment, part-time / full-time, as part of this contract.

(c) **Contract Operating Authority.** Contract Operating Authority (COA) means the Material Superintendent, Material Organisation, Visakhapatnam and/ or his authorised representatives assigned to execute/ operate/ supervise/ inspect the work being carried out as part of the contract.

39. **Risk & Expense clause.**

(a) Should the services or any instalment thereof not be delivered within the time or times specified in the contract documents or if not as per asked services is made in respect of the services or any instalment thereof the Buyer shall after granting the Seller 45 days to cure the breach be at liberty without prejudice to the right to recover liquidated damages as a remedy for breach of contract to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the services or any instalment thereof not perform in accordance with the specifications/ parameters provided by the SELLER during the check proof tests to be done in the BUYER's country the BUYER shall be at liberty without prejudice to any other remedies for breach of contract to cancel the contract wholly or to the extent of such default.

(c) In case of a services breach that was not remedied within 45 days the BUYER shall having given the right of first refusal to the SELLER be at liberty to hire services from any other source as he thinks fit other stores of the same or similar description to make good. Such default. In the event of the contract being wholly determined the balance of the services remaining to be provided there under.

(d) Any excess of the purchase price services procured from any other supplier as the case may be over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

40. **Option Clause and Repeat Order Clause.**

(a) **Repeat Order and Option Clause.** Provision of repeat order and option clause should not be made as a matter of course in the RFPs as these clauses have an impact on price. Either or both these clauses may be provided in the RFP only in exceptional circumstances, where the consumption pattern is not predictable, with the stipulation that while exercising one or both these clauses the overall ceiling of fifty percent of the originally contracted quantity will not be exceeded. Repeat Order and / or Option Clause may be exercised more than once, provided altogether these orders do not exceed 50% of the original order quantity.

(b) **Option Clause.** Under this clause, the Purchaser retains the right to place order for additional quantity up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option is available during the original period of contract provided this clause had been incorporated in the original contract with the supplier. Quantity after original Delivery Period. This clause may be exercised in case of procurement from single vendor/ OEM also subject to there being no downward trend in prices. However, in multi vendor contracts, great care should be exercised before operating the option clause.

41. **Fall Clause.** The following Fall Clause will form part of the contract placed on a successful Bidder.

(a) The price charged for the services provided under the contract by the Seller shall in no event exceed the lowest prices at which the Seller bids to provide services or offer to provide services of identical description to any person/ organisation including the Buyer or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Order placed during the currency of the rate contract is completed.

(b) If at any time during the said period the Bidder reduces the rates of services provided such services to any person/ organization including the User or any Dept of central Govt. or any Department of the State government or any statutory undertaking the central or state government as the case may be at a rate lower than the rates chargeable under the contract the firm shall forthwith notify such reduction to the User. The existing or previous Rate Contracts as also under any previous services entered into with the Central or State Govt. Depts including their undertaking excluding joint sector companies and / or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in price of the services of description identical to the services have not been offered/ services provided by me / us to any person/ organisation including the Buyer or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or State Government as the case may be upto the date of bill / the date of completion of services being provided against all work orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of services”.

42. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract) if the non-performance results from such Force Majeure circumstances as Flood Fire Earth Quake and other acts of God as well as War Military operation blockade Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions is to notify in written form the other party of the beginning and cessation of the above circumstances immediately but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

43. Buyer reserves all the rights to cancel the bid at any time without specifying the reasons.

44. In the matter of any dispute the decision of the buyer of the organisation will be final.

45. **Retention of existing resources.** In this contract, existing trained resources are to be retained by the outsourced firm. The buyer shall be responsible for ensuring compliance with eligibility requirements of those retained resources as per the contract. Further, it is the buyer's responsibility to provide requisite documentation & other details pertaining to EPF, ESIC, etc. required for onboarding of such resources with the new service provider. Police verification of such retained resources, if required, will be the responsibility of buyer. The new service provider will not charge anything from the retained resources for onboarding on their payroll. In case replacement is required they will be replaced on mutual agreement between the consigner / consignee.

46. **Protection against Firm's Default/ Penalty Clause.** In order to protect the interest of employees towards timely and legitimate disbursement of salary, following clauses are added :-

(a) As per The Contract Labour (Regulation and Abolition) Act, 1970, in case the contractor fails to make payment to wages within the prescribed period or makes short payment, then the Principle Employer (i.e. Buyer) shall make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deducting from any amount payable to the contractor under any contract or as a debt payable by the contractor.

(b) Penal action against the firm defaulting in timely and legitimate payment of salary shall be taken iaw Para 2.2 of Manual for Procurement of Consultancy & Other Services, Jun 2022 and Para 3.4 of DPM 09 which may include Debarment of Removal from the List of Approved Firms for a period which may extend upto two years.

## Disclaimer/अस्वीकरण

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract**

**and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

**---Thank You/धन्यवाद---**