



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/6208426 Dated/दिनांक : 07-05-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-05-2025 15:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	17-05-2025 15:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Communications		
Department Name/विभाग का नाम	Department Of Telecommunications (dot)		
Organisation Name/संगठन का नाम	Controller General Of Communication Accounts		
Office Name/कार्यालय का नाम	Prcca Telangana		
क्रेता ईमेल/Buyer Email	ccats.it-dot@gov.in		
ltem Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others , Manpower Outsourcing Services - Minimum wage - Unskilled; High School; Others		
Contract Period/अनुबंध अवधि	1 Year(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	50 Lakh (s)		
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)		
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छ्ट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		

Bid Details/बिड विवरण		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	4816304.32	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	50000

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).	18

- (a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी 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।
- (b). 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:

PRCC/

PRCCA TELANGANA, Department of Telecommunications (DOT), Controller General Of Communication Accounts,

Ministry of Communications (Prcca Telangana)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. 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.
- 3. 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.
- 4. 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 online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
- 5. 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.
- 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Geographic Presence: Office registration certificate:Registered office or branch office should present in the state of Telangana. Proof may be submitted

Scope of work & Job description: 1746610019.pdf

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages $Act: \frac{1746610063.pdf}{1}$

Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others (3)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values		
	Tuiues		
Core			
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		
Addon(s)/एडऑन			
Additional Details/अतिरिक्त विवरण			
Title for Optional Allowances 1			
Title for Optional Allowances 2	0		
Title for Optional Allowances 3	0		
Designation SWEEPER			

Additional S	pecification	Documents/अतिरिक्त	विशिष्टि	दस्तावेज
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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	Bathula Kalpana	500020,O/O PR.CCA, DEPARTMENT OF TELECOMMUNICATION, SANCHAR LEKHA BHAWAN, Telephone Exchange Building, 5th Phase, BSNL Office Road, Rajiv Gandhi Circle, Kukatpally Housing Board Colony, Hyderabad, Telangana 500072, Rangareddi, 500072	3	 Minimum daily wage (INR) exclusive of GST: 805 Bonus (INR per day): 0 EDLI (INR per day): 4 EPF Admin Charge (INR per day): 0 Optional Allowances 1 (INR per day): 0 Optional Allowances 2 (INR per day): 0 Optional Allowances 3 (INR per day): 0 Estimated Number of Overtime Hours per Resource per Month: 0 Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST): 0 ESI (INR per day): 26.16 Provident Fund (INR per day): 96.6 Number of working days in a month: 22 Tenure/ Duration of Employment (in months): 12

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Educational Qualification	Not Required

Specification	Values
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
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	GARDNER

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
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Bathula Kalpana	500020,O/O PR.CCA, DEPARTMENT OF TELECOMMUNICATION, SANCHAR LEKHA BHAWAN, Telephone Exchange Building, 5th Phase, BSNL Office Road, Rajiv Gandhi Circle, Kukatpally Housing Board Colony, Hyderabad, Telangana 500072, Rangareddi, 500072	2	 Minimum daily wage (INR) exclusive of GST: 805 Bonus (INR per day): 0 EDLI (INR per day): 4 EPF Admin Charge (INR per day): 4 Optional Allowances 1 (INR per day): 0 Optional Allowances 2 (INR per day): 0 Optional Allowances 3 (INR per day): 0 Estimated Number of Overtime Hours per Resource per Month: 0 Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST): 0 ESI (INR per day): 26.16 Provident Fund (INR per day): 96.6 Number of working days in a month: 22 Tenure/ Duration of Employment (in months): 12

Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others (9)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Educational Qualification High School	
Type of Function	Others

Specification	Values			
ist 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				
Addon(s)/एडऑन				
Additional Details/अतिरिक्त विवरण				
Title for Optional Allowances 1				
tle for Optional Allowances 2				
Title for Optional Allowances 3 0				
Designation OFFICE PEON				

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
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Bathula Kalpana	500020,O/O PR.CCA, DEPARTMENT OF TELECOMMUNICATION, SANCHAR LEKHA BHAWAN, Telephone Exchange Building, 5th Phase, BSNL Office Road, Rajiv Gandhi Circle, Kukatpally Housing Board Colony, Hyderabad, Telangana 500072, Rangareddi, 500072	9	 Minimum daily wage (INR) exclusive of GST: 805 Bonus (INR per day): 0 EDLI (INR per day): 4 EPF Admin Charge (INR per day): 4 Optional Allowances 1 (INR per day): 0 Optional Allowances 2 (INR per day): 0 Optional Allowances 3 (INR per day): 0 Estimated Number of Overtime Hours per Resource per Month: 0 Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST): 0 ESI (INR per day): 26.16 Provident Fund (INR per day): 96.6 Number of working days in a month: 22 Tenure/ Duration of Employment (in months): 12

Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others (2)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Educational Qualification High School	
Type of Function Others	

Specification	Values			
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				
Addon(s)/एडऑन				
Additional Details/अतिरिक्त विवरण				
Title for Optional Allowances 1				
Title for Optional Allowances 2 0				
Title for Optional Allowances 3				
Designation CARETAKER				

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
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Bathula Kalpana	500020,O/O PR.CCA, DEPARTMENT OF TELECOMMUNICATION, SANCHAR LEKHA BHAWAN, Telephone Exchange Building, 5th Phase, BSNL Office Road, Rajiv Gandhi Circle, Kukatpally Housing Board Colony, Hyderabad, Telangana 500072, Rangareddi, 500072	2	 Minimum daily wage (INR) exclusive of GST: 805 Bonus (INR per day): 0 EDLI (INR per day): 4 EPF Admin Charge (INR per day): 4 Optional Allowances 1 (INR per day): 0 Optional Allowances 2 (INR per day): 0 Optional Allowances 3 (INR per day): 0 Estimated Number of Overtime Hours per Resource per Month: 0 Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST): 0 ESI (INR per day): 26.16 Provident Fund (INR per day): 96.6 Number of working days in a month: 26 Tenure/ Duration of Employment (in months): 12

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. 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.

3. Service & Support

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

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. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

PRCCA TELANGANA payable at HYEDERABAD

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

7. Forms of EMD and PBG

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

PRCCA TELANGANA payable at HYEDERABAD

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. The duration of contract is one year from the date of award of c ontract. However, the same may be further extended for one more year on the same terms & conditions based on the requirements of t his office. The decision of Buyer will be final in this regard.
- 2. The Agency will most particularly be held responsible to pay mi nimum wages as per actual number of working days in every month to their workers deployed at O/o Pr.CCA, Telangana Circle Hyderaba d throughout the tenure of this agreement. The minimum wages to be paid to the workers by the Agency will be in accordance with the

orders of the Central Government issued from time to time.

- 3. The near relatives of the staff of O/oPr.CCA, Telangana Circle H yderabad recruited or on deputation is prohibited from participation in this tender. The near relation for this purpose are defined as: a)M ember sofa Hindu Undivided Family b) Husband and wife c)The one is related in the manner as father, mother, son(s), son's wife(daughter-in-law), Daughter(s) and daughter's husband (son-in-law) Brother(s) and Brother's wife, Sister(s) & sister's husband (brother-in-law).
- 4. The necessity for additional Semi-Skilled and Skilled Services for day today running of offices may arise during agreement period, as and when additional buildings/additional functions come up in the O/ 12 / 21
- oPr.CCA, Telangana Circle Hyderabad in future. The approved agenc y is bound to meet the additional job / work entrusted by the O/o Pr. CCA, Telangana Circle Hyderabad at the same terms and conditions of this bid.
- 5. Contractor may be called upon for the services on Sundays or Gazetted holidays also, if required, without any extra charge by giving one day off per week. For services outside office premises, n o other emoluments shall be paid except the actual bus fare.
- 6. The successful bidder shall, throughout the currency of contract period and also during the period of extension of same, ensure the p ayment of minimum wages to the deployed personnel as per the lat est existing / prevalent rates as prescribed, from time to time, by th e competent Authorities. In case, if the basic rates and/or Variable D A rates or both are revised or increased by the Labour Commissione r of the relevant region, then, the successful bidder has to make/effe ct payment at the revised rates, from that month onwards, and clai m the same from the O/oPr.CCA, Telangana Circle, Hyderabad.
- 7. If any revision in rates of contribution to EPF, ESI, etc. is notifie d by the competent Authority, then such revised rates may also be claimed from the Pr.CCA, Telangana Circle, Hyderabad on productio n of proof of payment of the same.
- 8. The revised rates, so claimed, shall be paid by the Department after ascertaining the same with the relevant authorities and also,

upon verification/cross check of receipt of the same with the deploy ed personnel and after scrutiny of relevant records of the contractor.

9. In case, the contractor does not pay the salary (for the previous month) of the manpower deployed within 7th of the month, a lump s um penalty of Rs.5,000/- shall be levied on the contractor per incide nt and the same will be deducted from the bill payable to him.

10. In case, the contractor fails to arrange for the manpower within the time stipulated, penalty per incident will be raised as per GeM S LA.

- 11. The purchaser reserves the right to increase or decrease the quantity to be ordered upto 50% of the bid quantity at the time of plac ement of contract.
- 12. The persons supplied by the Agency should not have any Police rec ords/criminal cases against them. The Agency should make adequat e enquiries about the character and antecedents of the persons who m they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent ph otograph and a certification to this effect submitted to this Departm ent. The service provider will also ensure that the personnel deploye d are medically fit and will keep in record a certificate of their medic al fitness. The Service Provider shall withdraw such employees who are not found suitable for any reasons immediately on receipt of such request from the Department.

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- 13. The persons deployed by the Service provider shall not claim an y benefit/ compensation/ absorption on/ regularization of services in this Department under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking f rom the persons to this effect shall be required to be submitted by t he service provider to the Department, before their actual deploym ent in the Department.
- 14. The persons deployed by the Service Provider shall not divulge or disclose to any person, any details of office, operational process,

technical know-how, security arrangements, and administrative / or ganizational matters as all these are of confidential/secret nature.

- 15. The service provider's personnel should be polite, cordial, positi ve and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 16. The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the regular or contract em ployees of this Department.
- 17. This Department may require the service provider to dismiss or remove/ replace from the site of work, any person or persons, empl oyed by the service provider, who may be incompetent or for his/ he r/their misconduct and the service provider shall forthwith comply w ith such requirements: The Service provider shall replace immediat ely any of its personnel if they are unacceptable to this Department because of security risk, incompetence, conflict of interest and brea ch of confidentiality or improper conduct upon receiving written noti ce from office. In case no replacement is provided, penalty will be r aised as per GeM SLA.
- 18. The service provider shall ensure proper conduct of his personn el in office premises, and enforce prohibition of consumption of alco holic drinks, paan, smoking, loitering without work. A penalty of 200 /- on each occasion for each person shall be recovered from the bill of the contractor for each case of default.
- 19. The transportation, food, medical and other statutory requirem ents in respect of each personnel of the service provider shall be the responsibility of the service provider.
- 20. The agency will be wholly and exclusively responsible for regula r and prompt payment of wages to the persons engaged by it, for ac tual number of working days in a month, incompliance of all the stat utory obligations under all related legislations as applicable to it from time to time including Minimum Wage Act, Employees Provident Fund, ESI Act etc. and the Department shall not incur any li ability for any expenditure what so ever on the persons employed by the age ncy on account of any obligation.

21. The firm shall open EPF & ESI accounts of all the employees deployed in this Department by them within one month of the deplo yment and furnish the details of the EPF & ESI of the employees to t his Department immediately, thereafter. The firm shall make the EP F and ESI payments as per statutory requirements. The firm shall su bmit separate bill for EPF & ESI along with EPF & ESI payment state ments of each individual for each month individually and only after t 14 / 21

hat the amount of EPF& E SI is to be released, payment of EPF& ESI & Service tax amount is subject to the details furnished by the firm.

22. The agency shall raise the bill, in triplicate, along with attendan ce sheet in the first / second week of the succeeding month. Depart ment shall verify the actual payment of statutory payments periodic ally and if not satisfied shall with hold the payments due to the servi ce provider in addition to ot her legal action. The payment will be n ormally released by the third week of the following month after ded uction of taxes deductible at source under the laws in force.

- 23. No wage/remuneration will be paid to any staff for the days of a bsence from duty. The staff will, as far as possible, seek prior permi ssion for any absence and in case of any exigencies, keep the office r informed, with whom posted to work with. In case of habitual abse ntees or absence without information, the department may seek re placement and the service provider should be able to provide replac ement(s) within time period as stipulated above.
- 24. The service provider will provide the required personnel for a sh orter period also, in case of any exigencies as per the requirement of the Department.
- 25. The service provider shall provide a substitute, in advance, if th ere is any probability of the person leaving the job due to his/her ow n personal reasons. The payment in respect of the overlapping perio d of the substitute shall be the responsibility of the service provider.

 26. The service provider shall be contactable at all times and messa ge sent by phone/e-mail/ Fax/ Special Messenger from the Departm ent to the service provider shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Department in fulfillment of the contr

act from time to time.

- 27. This Department shall not be liable for any loss, damage, theft, burglary or robbery of any persona I belongings, equipment or vehic les of the personnel of the service provider.
- 28. The agency on its part and through' its own resources shall ensure that the goods, materials and equipment's etc supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this Department suffers any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the agency, then the agency shall be liable to reimburse the loss to this Department in full. The agency shall keep the Department, fully indemnified against any such loss or damage.
- 29. This Department will maintain an attendance register in respect of the staff deployed by the agency on the basis of Which wages/re muneration will be decided in respect of the staff at the approved rates.
- 30. The service provider shall not assign, transfer, pledge or subcontract the performance of services without the prior written consent of this office.

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- 31. However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement any amo unt due to the agency from this Department including security depo sit shall be forfeited and also this Department shall have the right of cancellation of contract without assigning any reason.
- 32. On the expiry of the agreement as mentioned above, the agenc y will withdraw all its personnel and clear their accounts by paying t hem all their legal dues. In case of any dispute on account of the ter mination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- 33. The Department shall levy appropriate penalty for deficiency in

services or for violation of any terms of the contract. The amount of penalty may be as per GeM SLA.

34. For any dispute between the Service Provider and this Departm ent, the legal jurisdiction will be Telangana.

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9. Buyer Added Bid Specific SLA

Text Clause(s)

- 1. The duration of contract is one year from the date of award of c ontract. However, the same may be further extended for one more year on the same terms & conditions based on the requirements of t his office. The decision of Buyer will be final in this regard.
- 2. The Agency will most particularly be held responsible to pay mi nimum wages as per actual number of working days in every month to their workers deployed at O/o Pr.CCA, Telangana Circle Hyderaba d throughout the tenure of this agreement. The minimum wages to be paid to the workers by the Agency will be in accordance with the orders of the Central Government issued from time to time.
- 3. The near relatives of the staff of O/oPr.CCA, Telangana Circle H yderabad recruited or on deputation is prohibited from participation in this tender. The near relation for this purpose are defined as: a)M ember sofa Hindu Undivided Family b) Husband and wife c)The one is related in the manner as father, mother, son(s), son's wife(daughter-in-law), Daughter(s) and daughter's husband (son-in-law) Brother(s) and Brother's wife, Sister(s) & sister's husband (brother-in-law).
- 4. The necessity for additional Semi-Skilled and Skilled Services for day today running of offices may arise during agreement period, as and when additional buildings/additional functions come up in the O/ 12 / 21

oPr.CCA, Telangana Circle Hyderabad in future. The approved agenc y is bound to meet the additional job / work entrusted by the O/o Pr. CCA, Telangana Circle Hyderabad at the same terms and conditions of this bid.

- 5. Contractor may be called upon for the services on Sundays or Gazetted holidays also, if required, without any extra charge by giving one day off per week. For services outside office premises, n o other emoluments shall be paid except the actual bus fare.
- 6. The successful bidder shall, throughout the currency of contract period and also during the period of extension of same, ensure the p ayment of minimum wages to the deployed personnel as per the lat est existing / prevalent rates as prescribed, from time to time, by th e competent Authorities. In case, if the basic rates and/or Variable D A rates or both are revised or increased by the Labour Commissione r of the relevant region, then, the successful bidder has to make/effe ct payment at the revised rates, from that month onwards, and clai m the same from the O/oPr.CCA, Telangana Circle, Hyderabad.
- 7. If any revision in rates of contribution to EPF, ESI, etc. is notifie d by the competent Authority, then such revised rates may also be claimed from the Pr.CCA, Telangana Circle, Hyderabad on productio n of proof of payment of the same.
- 8. The revised rates, so claimed, shall be paid by the Department after ascertaining the same with the relevant authorities and also, upon verification/cross check of receipt of the same with the deploy ed personnel and after scrutiny of relevant records of the contractor.
- 9. In case, the contractor does not pay the salary (for the previous month) of the manpower deployed within 7th of the month, a lump s um penalty of Rs.5,000/- shall be levied on the contractor per incide nt and the same will be deducted from the bill payable to him.
- 10. In case, the contractor fails to arrange for the manpower within the time stipulated, penalty per incident will be raised as per GeM S LA.
- 11. The purchaser reserves the right to increase or decrease the quantity to be ordered upto 50% of the bid quantity at the time of placement of contract.
- 12. The persons supplied by the Agency should not have any Police rec ords/criminal cases against them. The Agency should make adequat e enquiries about the character and antecedents of the persons who m they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service p

rovider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent ph otograph and a certification to this effect submitted to this Departm ent. The service provider will also ensure that the personnel deploye d are medically fit and will keep in record a certificate of their medic al fitness. The Service Provider shall withdraw such employees who are not found suitable for any reasons immediately on receipt of such request from the Department.

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- 13. The persons deployed by the Service provider shall not claim an y benefit/ compensation/ absorption on/ regularization of services in this Department under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking f rom the persons to this effect shall be required to be submitted by t he service provider to the Department, before their actual deploym ent in the Department.
- 14. The persons deployed by the Service Provider shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative / or ganizational matters as all these are of confidential/secret nature.
- 15. The service provider's personnel should be polite, cordial, positi ve and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 16. The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the regular or contract em ployees of this Department.
- 17. This Department may require the service provider to dismiss or remove/ replace from the site of work, any person or persons, empl oyed by the service provider, who may be incompetent or for his/ he r/their misconduct and the service provider shall forthwith comply w ith such requirements: The Service provider shall replace immediat ely any of its personnel if they are unacceptable to this Department because of security risk, incompetence, conflict of interest and brea

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- 20. The agency will be wholly and exclusively responsible for regula r and prompt payment of wages to the persons engaged by it, for ac tual number of working days in a month, incompliance of all the stat utory obligations under all related legislations as applicable to it from time to time including Minimum Wage Act, Employees Provident Fund, ESI Act etc. and the Department shall not incur any li ability for any expenditure what so ever on the persons employed by the age ncy on account of any obligation.
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- 27. This Department shall not be liable for any loss, damage, theft, burglary or robbery of any persona I belongings, equipment or vehic les of the personnel of the service provider.
- 28. The agency on its part and through' its own resources shall ensure that the goods, materials and equipment's etc supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this Department suffers any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the agency, then the agency shall be liable to reimburse the loss to this Department in full. The agency shall keep the Department, fully indemnified against any such loss or damage.
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- 32. On the expiry of the agreement as mentioned above, the agenc y will withdraw all its personnel and clear their accounts by paying t hem all their legal dues. In case of any dispute on account of the ter mination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- 33. The Department shall levy appropriate penalty for deficiency in services or for violation of any terms of the contract. The amount of penalty may be as per GeM SLA.
- 34. For any dispute between the Service Provider and this Departm ent, the legal jurisdiction will be Telangana.

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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 <u>attached categories</u>, 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 <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते 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---