

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	13-08-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	13-08-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Education
विभाग का नाम / Department Name	Department Of Higher Education
संगठन का नाम / Organisation Name	Central Institute Of Indian Languages (ciil)
कार्यालय का नाम / Office Name	Mysore
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :director-ciil@gov.in Buyer Email id: nandeesh.ciil@gov.in
वस्तु श्रेणी / Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
अनुबंध अवधि / Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	30 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड / Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ 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 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 निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	2800000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider 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. 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 having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within $L-1+ 15\%$ (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

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

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years: 05

Additional Conditions specific to this bid: As mentioned in the Terms and conditions

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required: [1785750115.pdf](#)

Competent Authority Approval for the additional conditions: [1785750319.pdf](#)

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (7)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	No
Age Limit	Up to 50 years
Years of Experience	0 – 3 years
Additional Requirements for the Security Personnel	Driver's License
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	Odisha
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	R.Nandeesh	751006,Eastern Regional Language Centre, Laxmisagar, Bhubaneswar	7	- Tenure/ Duration of Employment (in months) : 12 - Basic Pay (Minimum daily wage) : 918 - Provident Fund (INR per day) : 75 - EDLI (INR per day) : 0 - ESI (INR per day) : 0 - EPF Admin charge (INR per day) : 0 - 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 : 26

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	Female
Duty Hours in a day	8
Qualification	High School

विवरण/ Specification	मूल्य/ Values
Ex Servicemen	No
Age Limit	Up to 50 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	Driver's License
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	Odisha
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	R.Nandeesh	751006,Eastern Regional Language Centre, Laxmisagar, Bhubaneswar	2	• Tenure/ Duration of Employment (in months) : 12 • Basic Pay (Minimum daily wage) : 918 • Provident Fund (INR per day) : 75 • EDLI (INR per day) : 0 • ESI (INR per day) : 0 • EPF Admin charge (INR per day) : 0 • 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 : 26

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

1. Generic

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. Generic

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The services for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST :

0

%

Notification No.and date :

12/2017- Central Tax (Rate)

dated

28/06/2017

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**

The Service Provider is required to have at least 20 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

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. **Past Project Experience**

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

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Terms and conditions Security

1. The **Service provider** shall engage loyal, honest and suitable contract personnel for work. The

service to be performed with utmost care and without causing any damages to the properties of the principal employer. The number of personnel required is as follows:

(a) **For Security Service - 9 guards (with relievers)**

2. The term "Employer" or "ERLC" wherever mentioned in the tender shall mean the Eastern Regional Language Centre, Bhubaneswar. The term "Agency" or "Party" wherever mentioned in this tender shall mean the Agency selected for a ward of the contract. The term contract means the formal agreement between the "Employer" and "Agency", which would be signed at the time of award of work by the "Employer" to the "Agency".

3. The manpower deployed by the Agency shall be the employees of the Agency for all intents and purposes and in no case, there shall be a relationship of empl

oyer and employee between Eastern Regional Language Centre, ERLC and said Personnel implicitly or explicitly

4. The manpower so deployed by the Agency shall remain under the control and supervision of the Agency and the Agency shall be liable for payment of their wages, EPF, ESI, etc. and all other dues payable under various labour regulations and other statutory provisions. The Agency shall present the documents to this effect as and when required or asked for by the Eastern Regional Language Centre, Bhubaneswar. The Agency shall be responsible for fulfilling all the obligations under various laws and Acts, namely Minimum Wages Act, of Government of India, EPF Act, ESI Act, Etc. and also under other statutory requirements of Govt. of Odisha /Govt. of India. The Agency shall be solely liable for any violation of provisions of the said Acts or other laws applicable to such service.

5. Ensure every aspect of security including Buildings protection, personal security, prevention of unauthorized entry / pilferage of Centre materials and prevention of fires.

6. Detect / trace employees or outsiders in case of theft and report the matter to the Security Officer.

7. Ensure screening and recording of all incoming and outgoing goods, men and materials as may be directed.

8. Ensure verification of gate passes, visitor's identity, etc., as may be directed.

9. Ensure maintenance of law & order and discipline.

10. Implement preventive measures to detect / avoid pilferage.

11. Inform and assist the fire brigade in emergencies.

12. Ensure that unauthorized persons do not enter the Centre's premises.

13. Carry out any other task entrusted by the Principal, ERLC, Bhubaneswar in the interest of

security of the premises.

14. The qualification and other requirements of the security supervisor/security guard are as follows

(a) Essential qualification: for Security Guards – up to SSLC Level

(b) The age shall not be less than 21 years & not more than 50 years.

(c) The security guards so deployed by the agency should have the knowledge of Languages of Odia, Hindi & English in reading, writing and speaking.

(d) The Agency shall be responsible for the suitability, medical fitness and police verification of the character and antecedents of the personnel engaged by it for deployment at ERLC, Bhubaneswar.

15. No regular retired employees of ERLC, Bhubaneswar shall be employed by the Agency either part time or full time.

16. In case any of the persons so deployed by the Agency does not come up to t

he mark in terms of general discipline or does not perform his duty properly or indulges in any unlawful activity,

Disorderly conduct, the Agency, on the orders of the Principal, ERLC, and Bhubaneswar shall immediately withdraw such person(s) from the premises of ERLC, Bhubaneswar.

17. **The Contractor** should ensure safety of his workmen during execution of the work at the Centre. If the contract worker happens to meet with an accident, injury or loss of life etc. the responsibility for payment of compensation under Workman's Compensation Act rests with the Contractor and this Centre shall be free from all such encumbrances. against loss/damage to the property of ERLC, from any Nationalized bank.

18. The security deposit will be refundable after the expiry of the contract period, any loss/damage caused to ERLC property during the currency of agreement would be recovered from the amount of security deposit.

19. The "Agency" which has been awarded the contract shall be required to undertake the following before actual commencement of the work.

a) Submit a consent letter for undertaking the contract with respect to all the conditions stated above, after receipt of work order.

c) Sign an agreement with the ERLC in bond paper worth Rs.200/-(The amount to be borne by the Agency), the details of which are enclosed and should be certified by the Notary.

d) Submit the list of Persons to deployed service of Security Services at ERLC with all documents supporting their qualification and submit police verification of those personnel and also submit the original certificates for verification as per clause (3) above. The original Certificates will be returned after verification.

e) Submit the list of persons engaged for the security work to the Principal, ERLC, Bhubaneswar and should obtain passes for their entry in the campus and building duly signed by Principal, ERLC after the award of the contract.

20. In case of unsatisfactory services, the Principal, ERLC, Bhubaneswar reserves the right to terminate the contract immediately.

21. In case any lapse in the work is noticed, it will result in a penal deduction from the bills/security deposit of the Agency. The penalty shall be decided by the Principal, ERLC, Bhubaneswar.

22. The Principal, ERLC, Bhubaneswar also reserves the right to levy penalty for breach of any of the conditions of the contract by the Agency, including forfeiture of the security deposit, deduction from the monthly bills of the Agency and cancellation of the Contract. Decision of the Principal ERLC, Bhubaneswar will be final and binding on the Agency.

9 / 15

23. Any damage to the ERLC property caused by the carelessness of the workers must be brought to the notice of the Principal, ERLC by the Agency and such loss shall be borne by the Agency.

24. The "Agency" shall maintain an Attendance Register for the security personnel deployed in the ERLC and such registers must be made available to the representative of ERLC daily for checking. The

Agency will ensure their co-operation to the In-charge security or any representative of the ERLC in their routine check of security arrangements.

25. During the period of this contract the "Agency" shall provide uninterrupted and round the clock service to ERLC and its Campus, perform their duties diligently honestly and to the entire satisfaction of the "Employer".

26. All claims, which may arise due to the negligence of the persons deployed at ERLC (including all types of charges/incidental charges/legal charges etc.) shall be borne by the Agency.

27. At the end of every month, the Agency shall submit to ERLC pre-receipt stamped bills in three copies along with a copy of the attendance register for the month, duly certified by the authorized representative of the "Employer" with a certificate (in prescribed format) duly signed by the Agency to the effect that he/she has paid the wages to the personnel deployed at, ERLC for the previous month based on the monthly rate as given in the tender.

28. The payment of the bill will normally be made within one week after the receipt of the bill. In the event of Agency failing to provide Security personnel in requisite number or provides deficient services on any day proportionate deduction from the monthly bills shall be made. Salary slips should be provided to employees on monthly basis.

29. GST paid by the bidder will not be reimbursed as the Eastern Regional Language Centre (ERLC) is an Educational Institution (GST towards service of Security and House Keeping has been exempted vide Notification No.11/2017- Central Tax (Rate) and No.12/2017- Central Tax (Rate), both dated 28th June, 2017.

30. Income Tax and surcharge (i.e., TDS) as per rules in vogue shall be deducted from the bills at source.

31. The persons deployed by the Agency should be in proper uniform which may be provided by the agency.

32. Accessories such as (Torch with batteries, sticks etc.) and ID cards for security guards and Security Supervisor shall be provided by the Agency.

33. Initially, the contract awarded will be for **ONE YEAR** and one more year may be extended after satisfactory performance of the agency. The contract is renewable with same terms and conditions, if acceptable to both the parties.

34. The contract can be terminated by the "Employer" at any time without any prior notice in the event of gross security risk or gross damage to "Employer's" property due to the Agency's failure or persistent failure in providing good service to the "Employer", or because of any lapse on the part of the security personnel. The decision of the "Employer" in this regard shall be final and binding on the "Agency".

35. Either party can terminate this contract without assigning any reason by pro

viding two months notice in writing to the other.

36. The present rate of pay for Security Guards is as follows.

Security Guards will be paid as per Ministry of Labour and employment order No . 1/4(6)/2022 LS-II with effect from 01/04/2022.

For Security Services of ERLC Bhubaneswar

1. Minimum Service Charge to be quoted by Service provider is 3.85%. In case, any Service provider quotes service charges less than 3.85%, their bids will not be considered.

3. The successful Tenderer should submit a Bank Guarantee (BG) issued by any Scheduled Nationalized Bank in favour of Principal, ERLC, Bhubaneswar towards security deposit for an amount of **Rs 3,00,000/- (Rupees Three Lakh only)**. The BG shall be returned only on satisfactory completion of the contract.

Documents to be uploaded by the bidder.

- a) Labour certificate of the State
- b) Certificate of Incorporation (Registration Certificate)
- c) Annual Turnover and IT Returns for 3 years.
- d) PAN & GST Certificate.
- e) ESI & EPF Certificate.
- f) Self Declaration – Non Blacklist/ Bankrupt.
- g) Document proof for Local office in the State

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their

Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---