

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-08-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-08-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Department Of Revenue
संगठन का नाम/Organisation Name	Central Board Of Direct Taxes (cbdt)
कार्यालय का नाम/Office Name	Pr Cit1 Visakhapatnam
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :vizag.pcit1@incometax.gov.in Buyer Email id: psanthosh.kumar@incometax.gov.in
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	9 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 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 एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
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
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	7
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)	245724
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

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. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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.
7. **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.

8. 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.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work & Job description:[1785836634.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:[1785837018.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / 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	NA
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA

विवरण/ Specification	मूल्य/ Values
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Andhra Pradesh
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Designation	0
Title for Optional Allowances 3	0

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

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

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/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	Pasila Santhosh Kumar	531001,AAYAKAR BHAVAN, 2ND STREET,GANDHINAGAR, ANAKAPALLE	1	• Minimum daily wage (INR) exclusive of GST : 556 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.78 • EPF Admin Charge (INR per day) : 2.78 • 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 : 208 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 18.07 • Provident Fund (INR per day) : 66.72 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Service and Support: An office of the service provider must be located in the state of consignee. Documentary evidence regarding the same should be submitted.

2. The bidders should have experience of at least 3 years in similar nature of work. The bidder agencies should not be black listed by any Government or Semi Government or any other organization. Preference shall be given to the person(s) who have past experience of working in any office of the Income Tax Department. Next preference shall be given to person(s) who have past experience of working in any other office of the Central Government or the State Government. Decision of the Purchaser shall be final in this matter
3. The applicant tenderer should be having workforce of at least 40 persons every year continuously for last three financial years. Proof for the same shall be submitted along with technical bid.
4. The applicant tenderer's annual turnover should not be less than Rs.10 lakhs for the last three financial years will be considered. Applicant has to furnish copies of returns for the relevant assessment years along with copy of audit report, with technical bid.
5. The bidder should not be in liquidation, court receivership or similar proceedings, should not be bankrupt. Bidders should upload undertaking to this effect with the bid.
6. The Housekeeping personnel should be of -
 - a. Age group between 25 and 50 years.
 - b.** Should have experience of 2 to 3 years in relevant field.
7. 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 in favour of Zonal Accounts Officer, CBDT, Visakhapatnam. After award of contract, Successful bidder can upload the scanned copy of DD in place of PBG and has to ensure delivery of hard copy of Original DD to the buyer within 15 Days of award of Contract.

8. The Service provider shall provide a performance security deposit 2% of the value of contract in the form of Account Payee Demand Draft Drawn in favour of Zonal Accounts Officer, CBDT, Visakhapatnam payable at Visakhapatnam or fixed deposit receipt from commercial bank or bank guarantee from the commercial bank in an acceptable form of performance guarantee for safeguarding the interest of the department in all respects. The security deposit shall remain valid for period of 60 days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be fortified in the event of any violation of any of the terms and conditions of this bid by the bidder in the event of any verifiable compliant of non-payment of minimum wages as per law.
9. Service provider shall ensure that the invoice is raised in the name of INCOME TAX OFFICER, WARD-1, ANAKAPALLI. While generating invoice on GeM portal, the seller must upload scanned copy screenshot of confirmation of GST payment. The Service provider will submit its bills/invoices through GeM portal every month and the same will be paid following due procedure in GeM having fulfilled satisfaction of the department its obligation under the contract. The department however reserves the right to make such deductions out of its expenses incurred by the department on behalf of the service provider for non performance of its part of the contract.
10. Payment of salaries and wages: Service provider is required to pay salaries/wages of contracted staff deployed at buyer location from their own resources first and then claim payment from Buyer organization along with copy of payment of statutory documents like PF, ESI etc as well as bank statement of payment done to the contracted staff. Payment of wages by Service Provider to outsourced persons shall not be condition precedent or linked with payment of bills by Purchaser or Income Tax department. Bidder will have to give an undertaking in this regard stating his ability to pay from own resources b

efore receiving payment of bill from Purchaser.

11. Bidders are advised to check the applicable GST before quoting.
12. Bidders offer is liable to be rejected if they do not upload any of the certificates/Test reports sought in the bid document, ATC and Corrigendum if any.
13. The Service Provider /bidder should have valid GST registration, PF, ESI, CST/VAT/TIN, TAN, trade tax registration, labour department registration and PAN. Necessary documents in this regard must be uploaded.
14. The service Provider on its part and through its resources shall ensure that the service Provider will be Wholly and exclusively responsible for payment of wages to the persons engaged by it and compliance of all statutory obligations on its respect of all payments of wages Act, 1936, Minimum Wages Act, 1948, Employees Provident funds and Miscellaneous provisions Act, 1952, ESI Act, 1948, Workmen's Compensation Act, 1923, and all other related Legislation as applicable and Department shall not incur any liability or additional expenditure whatsoever for the persons employed by the service provider on account of the above mentioned obligations. The Service Provider should pay the minimum rates of wages to the house keeping personnel supplied to the Department and should disburse salaries/wages of contracted staff employed at office location from their own sources first and then claim payment from the department along with statutory documents like PF, ESI etc as well as bank statement of payment done to the contracted staff.
15. The service Provider shall ensure that the persons deputed by are medically fit.

16. It is clearly understood that the persons employed by the Service Provider shall not be deemed to be the employees of the Department and shall have no relationship of Employer/ Employees or Master / Servant with the Department.
17. The Department shall not be Liable to any claim for damages or compensation that might become payable to the employees of Service Provider in the event of an accident resulting in any possible injury or death of an employees of the service provider while performing their duty within/outside the premises referred to above or damage of any other kind. The Service Provider shall always keep the Department fully indemnified against any such claim or damage.
18. The persons deputed by the service Provider shall not interfere with the duties of the employees of the department.
19. The house keeping personnel deployed by the service provider to serve the department as per the agreements shall while on duty take the necessary instructions from the authorized person by the service provider.
20. The service provider is responsible for the recovery of the property lost by the department or it shall reimburse full amount of loss of pilferage caused directly or indirectly without connivance of the house keeping personnel.
21. If department suffers any loss or damage on account of negligence, default or theft on part of any of the employees/agents of the service provider, then the service provider shall keep the department fully indemnified against such loss or damage.

22. The service provider shall observe all laws, rules, regulations, orders and directions issued by the concerning for discharge of duties. Any contravention of such laws, rules, regulations, order and directions will be deemed to be breach of contract and the service provider shall be liable for all such consequence and in case of any such breach, if the department incurs any obligations then the service provider shall be responsible to reimburse the department any loss monetary or otherwise occasioned on account of such breach or contravention.
23. The service provider shall ensure and guarantee the behaviour and honesty of the personnel deputed by it. In case of any misconduct or any other damage or theft to the property of the department the service provider shall be responsible for such losses or damages. The personnel of the service provider shall be liable to be searched at the gate.
24. The service provider shall not assign, transfer, charge, hypothecate or in any manner make over the contract to any other agency without the consent of the department in writing.
25. **The Service provider shall not disclose any information concerning the affairs of the department which may have come to its knowledge without the consent of the department in writing. The service provider and personnel deputed by it must sign an appropriate confidentiality agreement/Non-disclosure agreement to protect confidential and sensitive information of the department.**
26. **The contract will commence from 01-09-2026 to 3**

1-08-2027 for a period of One Year. However, the contract can be terminated by either party on giving one month notice in advance.

27. If service provider commits breach of any conditions of contract or fails to fulfill its obligations, the department shall be at liberty to terminate the contract without any notice.
28. The Contract shall be valid for a period of One Year commencing from the date of signing of such agreement and shall continue to be in force in the same manner unless terminated or modified in writing. The contract/agreement is renewable subject to the satisfactory performance of the service provider and with such amendments/modified of terms and conditions as may be mutually agreed to including rise in wages/service charges taking into account the increase in minimum wages by the Government of India after the contract comes in force.
29. In case of any default by the Service provider in respect of any of the Terms & Conditions, (Whether General or Special), the Income Tax Officer, Ward-1, Anakapalli may without prejudice to any other right/remedy which have accrued or shall accrue thereafter, terminate the contract, in whole or part, without giving prior notice in writing to the service provider. The said notice shall be deemed to have been issued if a Registered Copy of Notice is sent to the address of the service provider as per the Agreement.
The Income Tax Officer, Ward-1, Anakapalli reserves the right to terminate the contract in the extraordinary circumstances with immediate effect and without assigning any reasons and without incurring any financial liability whatsoever to the Service Provider.
30. On the expiry of contract as mentioned the service provider will withdraw all its personnel and clear their accounts by paying them all their legal dues as required under

r the provision of industrial disputes Act,1947 or any other laws as applicable.

31. In case of any disputes on account of the termination of employment or non-employment by the personnel of the service provider it shall be the entire responsible of the service provider to pay and settle the same.
32. The service provider shall comply with all the order/awards passed by the competent authority/court in respect of the personnel engaged by it . Both bidder and buyer can add to or delete any of the terms and conditions with mutual consent.
33. In event of any dispute raising in respect of the clause(s) of the contract the matter will be referred to the Income Tax Officer,Ward-1, Anakapalli whose decision shall be binding on Service provider as well as Buyer Organization.
34. It will be liability of the service provider to pay all the leviable taxes, surcharge, any liability etc. to the concerned Department. This Department will not make any payment of tax, surcharge, service tax, gratuity, deductions etc. either to the concerned government departments or the outsourcing personnel, so provided, directly. All the payment such as wages or salary, uniform allowance , overtime etc., to the deployed staff shall be paid by the service provider only.
35. The service provider shall be solely responsible for payment of wages / other dues payable as per Central & State Government enactments etc. as applicable to personnel deployed that might become applicable under any Act or order of the Government. This department shall have no liability whatsoever in this regard.
36. The Service provider shall comply with all applicable laws of the Central Govt.,/ State Govt. and be responsible for any dispute that may arise in connection with the su

bject service, between the service provider relating to Laws, Service Tax, Income Tax, etc or any local body.

37. The Service provider shall be solely responsible for any /all disputes between him and the personnel deployed by him. The Department will not entertain any such dispute and there should be no claim or liability against the department or any of its officers on this account. The service provider shall keep the department indemnified against all actions.
38. For any losses, damages caused by the personnel deployed by the service provider, to any person/properties/equipment of the office, the service provider will have to make good such loss/damage and bear the expenses for such loss/damage as decided by the competent Authority. Further, in respect of such loss/damage, the department reserves the right to take such further action as required/provided under the law.
39. The department shall not entertain any claim, damages insurance liability, etc. arising out of mishap/accident etc to the personnel employed by the vendor. The vendor shall take such necessary action, under the various Acts /Rules/Law as required to take care of personnel deployed including medical treatment and transportation to hospital etc. as and when required.
40. The service provider shall in no case lease/transfer/sublet to any third party for the service rendered.
41. The service provider should specifically note that the engagement of the service provider under this contract does not in any way confer any right on the service provider or the persons that may be deployed by him in this office, for claiming any regular employment in this office or any other Government Office. The service provider shall also obtain a written undertaking from the persons deployed by him to work in this office that they are fully aware that their deployment to work in this office does not confer any right on them for claiming any regular e

employment in this office or any other Government office . Attested copy of such undertaking shall be submitted to the Department at the time of signing of Contract.

42. If the personnel deployed is not able to attend work or his services are not found satisfactory, it would be the responsibility of the service provider to provide another suitable substitute in his place.
43. Attendance register of the personnel deployed shall be maintained by the service provider. The personnel provided for Housekeeping jobs shall render service i.e., from 9.15 A.M. to 5.45 P.M (6 days in a week). They shall also attend to any exigency of work, if necessary, at any time for which no extra payment shall be made.
44. The Service provider shall conduct periodical inspection of their personnel on duty to ensure discipline, punctuality and efficiency.
45. No transport, TA/DA, insurance, medical facility shall be provided by the department to the personnel deployed for the work.
46. These terms and conditions are only explanatory as after finalization of quotations by the department, a written agreement detailing the specific terms and condition shall be executed between the department and service provider.
47. The Income Tax Officer, Ward-1, Anakapalli has right to cancel the tender process at any stage without assigning any reasons and decision of The Income Tax Officer, Ward-1, Anakapalli is final for all purposes.
48. Furnishing of false, misleading, inaccurate information of particulars in the bid document or in any other manner shall lead to the disqualification of the bid and bidder at any stage or time. It shall also lead to termination of the contract, if awarded.

(Bh.V.Rama Rao)
Income Tax Officer,
Ward-1,Anakapalle.

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---