

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-08-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-08-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Comptroller And Auditor General (cag) Of India
विभाग का नाम/Department Name	Indian Audit And Accounts Department
संगठन का नाम/Organisation Name	Accountant General Audit Delhi
कार्यालय का नाम/Office Name	Office Of The Director General Of Audit Energy
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :jadhavas@cag.gov.in Buyer Email id: ravis.comm@cag.gov.in
वस्तु श्रेणी /Item Category	Customized AMC/CMC for Pre-owned Products - Comprehensive Annual Maintenance of Desktop ,Laptop,printer ,ups, scanner, Confrence Camera, Microphone,LAN Maintenance; ACER, HP, VOLTRIQ, KYOCERA, DELL, INFINIX, KODAK, APPLE, SONY, MICROTEK, BROTHER, ZEBRO..
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)	10 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	GeM verified turnover
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),OEM Authorization Certificate *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	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	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
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)	355205
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

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

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

लाभार्थी /Beneficiary :

DGA

5th floor old CAG Annexe Building, 10, Bahadurshah Zafar Marg New Delhi 110002
(Dga Power New Delhi)

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 financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.

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.

10. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1786098650.pdf](#)

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:[1786098658.pdf](#)

Product/Equipment Details:[1786098676.pdf](#)

Customized AMC/CMC For Pre-owned Products - Comprehensive Annual Maintenance Of Desktop ,Laptop,printer ,ups, Scanner, Confrence Camera, Microphone,LAN Maintenance; ACER, HP, VOLTRIQ, KYOCERA, DELL, INFINIX, KODAK, APPLE, SONY, MICROTEK, BROTHER, ZEBRO.. (224)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product category	Comprehensive Annual Maintenance of Desktop ,Laptop,printer ,ups, scanner, Conference Camera, Microphone,LAN Maintenance
Product Brand	ACER, HP, VOLTRIQ, KYOCERA, DELL, INFINIX, KODAK, APPLE, SONY, MICROTEK, BROTHER, ZEBRONICS, EATON
Type of service	Comprehensive Maintenance Contract (CMC)
Preventive Maintenance Frequency	Quarterly
Manpower Required	Yes
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

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/ equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Ravi Saxena	110002,10th floor, CAG Annexe Building, 10, Bahadur Shah Zafar Marg	224	Number of months within the contract period for which service is required : 12

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

1. **Forms of EMD and PBG**

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

Pay and Accounts Officer, PAG (Audit), New Delhi
payable at
10000

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.

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

Annexure II

Sub: Annual Maintenance Contract for IT assets viz. Desktops, Laptops , Printers, Scanners, UPSs, Video Camera, Microphone and Local Area Network etc

Terms and Conditions

1. The contract shall be valid for the period of 365 days starting from 01.09.2026 or from the date of successful award of the bid (whichever is earlier). The contract can be terminated with one week's notice to the Contractor in case services are unsatisfactory. However, the same may be extended for the desired duration based on satisfactory services provided by the firm.

2. One qualified and experienced Resident Engineer (RE) is to be provided by the vendor for the above-mentioned period covering AMC. RE should attend the office from 9.00 AM to 5.30 PM on all working days and in emergent situation, the services of RE should be provided beyond office hours whenever required . If RE is going on leave or be absent, it should be intimated to this office in advance and a suitable substitute has to be provided by the Vendor immediately. Rates must be quoted including all charges.

3. Number of items for AMC (as prescribed in Annexure -I) can be increased or decreased during the Contract period. In such scenario the payment would be made on proportionate basis.

4. Contract period may be extended in special circumstances by the O/o DGA (Power) at the same rate of agreement. The vendor shall not claim any further extension for completion of work before the said stipulated period.

5. **Security Deposit:-** The Firm is required to deposit 5% of the AMC Value as Bank Guarantee after award of AMC Contract in favor of the office of the Director General of Audit (Power), 5th floor, old CAG Annexe Building, 10, Bahadurshah Zafar Marg, New delhi 110002. This Bank Guarantee will be refunded after successful completion of the contract.

6. **Earnest Money Deposit (EMD):-** The bidder will submit an EMD amount of ₹10000/- in the shape of DD/Banker's cheque of any Nationalized Bank fav

oring " Pay and Accounts officer, Principal Accountant General (Audit), New Delhi" payable at New Delhi.

7. The bidder must have Annual Turnover more than 10 lakh during the last three financial years.

8. **Safety Measures:** - The vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representative, agents, sub-vendors or workmen) working in the office while executing the work. The vendor shall ensure that unauthorized, careless or inadvertent operation of installed equipment, which may result in accident to their staff and or damage to the equipment, does not occur. The vendor shall assume all liability for and give to the Purchaser complete indemnity against all action, suits, claims, demands cost charges or expenses arising out of and in connection with which any accidental death or injury, sustained by any of their person or persons within the office premises and any loss or damage to the Purchaser's property sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workman compensation act or any other statute in force from time to time. The vendor shall assume all liability for and give to the purchaser a complete indemnity against all suits or actions arising out of or in connection with the carrying out of the works, whether such actions are brought by the members of public or neighbors or persons employed on the works. The vendor in carrying the works shall conform to the statutory and other legal requirements. The vendor shall comply all the statutory laws, labour laws and Taxation laws.

9. The service provider must have its one local registered office in or around Delhi.

10. The bidder must have obtained Permanent Account Number (PAN) under Income Tax Act, 1961 and valid GST number.

11. **Sub-contract:-**The vendor/supplier shall not assign or sub-let any portion of the contract without the prior written approval of the purchaser.

12. The firm should have on its payroll, an engineer having at least three years of experience and expertise in CISCO Networking and doing hardware and basic software(MS Office, Adobe reader, WinRAR, IDEA, TABLEAU, Hindi Input tool, JAVA, Antivirus, WINDOWS etc.) maintenance work of desktop computers, laptops, its peripherals, laser printers, inkjets, dot matrix printers, scanners and Local Area Network (LAN) etc., trouble shooting for office.

13. The bidder should have three running AMC of greater than or equal to 10 KVA UPS and one running AMC of Hardware the bidder should also have 3 year's experience in UPS and Hardware AMC.

14. Engineer deputed to this office will not be replaced without prior permission of the head of IT group of this office and the Resident Engineer taking the place should be equally qualified and experienced.

15. The charges for repair and maintenance/replacement of defective parts/components of the computers, Printers, UPS, camera, microphone if any will have to be borne by the contractor except rat biting, burning of parts, plastic components and batteries during the period of contract. No transportation charges towards cartage of any component for removal to workshop for repairs shall be payable.

16. The entire responsibility for smooth working of all the Desktops computers, Laser Printers, UPS, Scanners and Networking items, etc. (Annexure A) to give

e trouble free prompt service throughout the contact period would lie on the vendor.

17. The parts to be installed in place of defective parts should be of the same brand and specifications. In case of non-availability of the parts, to be replaced, of the same brand, the choice of parts of a company of particular brand will be at the discretion of the offices.

18. In case during the period of the service contract the contractor does not rectify fault/defects pointed out to him within four hours, the job will be got done from the open market at his risk and cost.

19. In case the contractor's services are found unsatisfactory, the contract shall be terminated after giving one week notice or without notice and the work shall be got done from the open market at the contractor's risk and cost. This may also entail the termination of the contract and encashment of the Bank Guarantee furnished by the vendor.

20. Vendor shall maintain appropriate record of all complaints (verbal or written) received from the users of this office, action taken by it and obtain User's signature as token of satisfactory service.

21. A logbook shall be maintained in which the vendor shall record all the complaints made and Parts taken out of branches/office for repair. The vendor shall submit copy of consolidated complaint reports furnishing the details of branch/section wise breakdown calls lodged/attended and its status on quarterly basis to EDP Cell of O/o the DGA(Power).

22. Maintenance service shall include, inter alia, installation of system software & application software, removal of virus, updating of anti-virus software in all PCs, OS up-gradation. For removal of virus, this office will supply Anti-virus software. Maintenance shall also include External and Internal cleaning of IT Assets on a quarterly basis. All the consumable articles/parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer.

23. The vendor shall hand over all the items to the office in perfect working order at the time of expiry of the contract. He will obtain a certificate to this effect from the Sr. AO (IS) at the completion of the contract.

24. The contractor shall be responsible for the loss of any Government property (Computers/Server/Laptops/Printers/UPS/Switches/LAN Connection etc.) due to negligence on his/her representative's part and shall reimburse the cost of such property.

25. Repair work shall be carried out within the office premises. In case any item of work is to be carried out in their workshop the standby arrangement will be provided by the vendor immediately and it may also be assured that if any printer other than the model in our office was provided by the firm as standby, the cost of cartridge/toners to be borne by the firm.

26. The Vendor shall maintain the equipment's as per the manufacture's guidelines and shall use standard and genuine components for replacements.

27. Penalty clause will operate for complaints, which are not attended within the stipulated time, as indicated below. As far as possible, the repair would be carried out on site itself wherever this office is having permanent office in Delhi/NCR (currently at Old C&AG building, ITO and Scope Complex building, Lodhi Road). In case the equipment is required to be taken to the workshop the co

ntractor will have to provide standby equipment, if the repair is anticipated to take more than the specified period, in such case penal clause will not operate provided the original equipment is returned within a stipulated time from the date of breakdown of computer peripherals.

PENALTY CLAUSE:-

Sl. No.	Description	Maximum free period for breakdown (includes software problems)	Rate of penalty beyond free period/ for not providing standby
1.	Desktop computer	2 days	Rs. 200 per working days/per computer*
2.	Laptop	2 days	Rs. 500 per working day per computer*
3.	Laser/Deskjet printer	2 days	Rs. 300 per working day/per printer*
4.	Scanner	2 days	Rs. 100 per working days/per scanner.

* Standby items should be provided in good working condition of equivalent or better configuration.

28. The necessary support for maintaining virus free computer environment in this office and help in upgrading the software/virus detection mechanism would be provided by the vendor.

29. The firm will be paid in four equated quarterly installments for the four quarters at the end of each quarter after deducting penalty, if any and last quarter installments would be paid on successful completion of the AMC.

30. The Sr. Audit Officer (IT) of this office will judge the quality of work.

31. RE should get prior permission of Director (IT)/Sr. AO (IT)/AAO (IT) before doing any major work like formatting of hard disk, new LAN/Internet connection, installation/removal of any application/software etc. in any PCs/Servers.

32. Preventive maintenance shall be provided after every month, in which all PCs/Printers/LAN systems/UPSs should be cleaned externally and checked thoroughly. Material required for cleaning and checking, should be brought by the vendor.

33. In case of unsatisfactory maintenance, the office of the Director General of Audit (Power) reserves the right to terminate the contract without prior notice at any time.

34. **Dispute Settlement:** The Agreement shall be governed by Indian Laws and both the parties consent to the jurisdiction of Delhi Courts in all matters regarding the Agreement.

35. This office reserves the right to accept or reject any quotation or all the quotations.

36. In case of violation of any terms and conditions the bank guarantee furnished by the vendor will be forfeited.

37. Submission of tender tantamount to the acceptance of all terms and conditions of the contract as above.

38. In case of non-availability of drivers of the computer's peripherals (like H P, DELL, ACER, Zenith etc.) the contractor will have to arrange from his own resources.

39. Unrealistic rates quoted by the bidders shall not be considered by the O/o the DGA(Power). Therefore, bidders are required to quote realistic rates keeping in view the cost of deployment of service engineers and other staffs including statutory compliance on the part of bidding firm on account of (1.) payment of latest notified Minimum Wages by the Govt. of NCT of Delhi applicable for skilled/ qualified persons.

40. In case of reinstallation of software, the AMC vendor will not install a pirated copy in any circumstances.

41. The vendor, its subcontractors, employees, and agents shall keep all facts, information, and official data that come to their knowledge during or in connection with the performance of the AMC strictly **confidential**. They shall ensure appropriate **data security** and **data protection** measures are implemented to prevent unauthorized access, disclosure, alteration, or misuse of such information and data.

4. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

5. Service & Support

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

6. 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.

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---