बिड संख्या/Bid Number: GEM/2026/B/8117564
दिनांक /Dated: 02-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-11-2026 09:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-11-2026 09:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Navy
कार्यालय का नाम/Office Name	**********
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :cprov-mov@navy.gov.in Buyer Email id: jccoord-mov@navy.gov.in
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; High School; Others
अनुबंध अवधि /Contract Period	1 Year(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	63 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
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 दस्तावेज़ों 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	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
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

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

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs 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.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and

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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work & Job description:1791189919.pdf

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:1791189936.pdf

Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others (10)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	High School
Type of Function	Others
List of Profiles	Mazdoor/Labour
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
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)	

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

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

प्राचल/Parameter	मूल्य/Values
कोर / Core	6

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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	**********	**********Visakhapatnam	10	• Minimum daily wage (INR) exclusive of GST : 704 • Bonus (INR per day) : 58.64 • EDLI (INR per day) : 3.52 • EPF Admin Charge (INR per day) : 3.52 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 22.88 • Provident Fund (INR per day) : 84.48 • Number of working days in a month : 24 • Tenure/ Duration of Employment (in months) : 12

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**

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

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

3. **Service & Support**

   AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. **Service & Support**

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

5. **Service & Support**

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

6. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. **Payment**

   PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

8. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

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

   2. Registered Local Office. State of main Office (Head Office) of participating firm is required to be located in consignee City to co-ordinate the services uninterrupted and to resolve any issues arising while carrying out contract as per contractual obligations. In support the service

provider has to submit documentary proof of office address, with landl ine / mobile number of the contact person failing which the bid offer wi ll be rejected during technical evaluation.

3. Bidder should not be bankrupt, documentary evidence to be produc ed for the same Self declaration will not be consider as valid document .

4. Following conditions will lead to forfeiting of PBG of the contractor directly without any Warning letter. (I) Non Adherence of Minimum Wa ges Act 1948. i.e. The contractor should ensure Payment of Minimum Wages (Either Equal or more than Minimum Wages). (ii) Non Payment of Workers on Time (By 07 th day of successive month).

5. Contractor should follows and deal with all correspondence by Labo ur Commissioner post conclusion of contract.

6. Contractor will be provided time period not more then one month fr om issuing the third Warning letter for reply. Failing which contract wi ll be Terminated.

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

8. All document enclosed with the Bid have to be complied by the Bidd er.

9. Experience. Firms should have undertaken similar cases in any of th e Defence Organisations in Visakhapatnam / ENC. MSEs and startup fir ms also to have Mandatory prior experience in providing Similar type o f Services.

10. Performance Guarantee. The Bidder will be required to furnish a pe rformance guarantee certificate by way of Bank Guarantee/ FDR throu gh Public or Private Sector banks authorised to conduct government b usiness of a total sum of 5% of the contract value.

11. Paying Authority. No advance payment will be mad e on monthly basis post completion of supply/ work through C DA(N), Vizag.

12. Unsatisfactory Performance. The Bidder will be rejected in case of unsatisfactory performance in running contracts. Firms previously issued with warn ing letter for non compliance of contractual terms & conditions are liable to be technically disqualified from future tenders of this Unit. On second occasion of defaulting, revocation of PBG will be undertaken. Subsequently, short closure of 7 / 15 contract will be undertaken for any further issues of the firm.

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

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

15. Firms not replying to queries based on technical bids within the specified ti me will be rejected.

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

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

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

19. The firm should produce valid GST Certificte failing which the firm is liable for rejection.

20. Bidder should have proper vendor code and should submit the documents like pan card,GSTIN, cancelled cheque, NEFT mandate duly cer

tified by bank.

21. Buyer reserves all the rights to cancel the bid at any time without s pecifying the reasons.

22. In the matter of any dispute, the decision of the buyer of the organ isation will be final.

23. In case any mishappening / causality occurs then there will be no r esponsibility of any officer of the organisation.

24. The firm should enclose Valid Labour Registration Certificate. Sam e should be submitted along with technical bids.

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

26. The contract awarded firm (L1 firm)must submit PBG of the contra ct within 8 / 15 30 days post award of the contract.

27. Acts applicable to Contractors. The contractor shall remain liable f or the payment of all wages and other moneys/ allowances to his work- people or labourers or employees under the Payment of Wages Act, 19 36, Minimum Wages Act, 1948, Employer's Liability Acr, 1938, Workme n's Compensation Act, 1923, or an y other Act or enactments relating t hereto and rules framed thereunder from ti me to time. The contractor shall also comply with The Factories Act, 1948, The I nter-state Migran t Workmen (Regulation of Employment and Conditions of Servi ce) Act, 1979, Contract Labour (Regulation and Abolition) Act, 1970, The Indust rial Disputes Act, 1947, Employees' Provident Funds and Miscellaneous Provision s Act, 1952, The Maternity Benefits Act, 1961, Employees' State Insurance Act, 1947, The Payment of Gratuity Act, 19 72, The Payment of Bonus Act, 1965 and The Child Labour (Prohibition and Regulation) Act, 1986 as amended from time to time.

28 . Safety Equipment. The contractor shall arrange for necessary safe ty equipment, including Personal Protective Equipment (PPEs) but not limited to pr otective clothin, helmets, goggles or other garments or e quipment designed to protect the wearer's body from injury or infectio n, including raincoat or Mackintosh. He shall also ensure judicious use of the same by his employees and such arrangement will be made at hi s own end and cost, with no additional liability to t he cost arising ther efrom to the Government/ Indian Navy. Provided futher that in case of failure to arrange or ensure judicious use of the safety equipment, the contractor should be liable to pay a penalty of Rs. 50 for each default

deposited to the Government of India vide Military Receivable Order (MRO) within 04 working days of notifying the default.

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

30. Reporting of Accidents/ Incidents. In the event of accident/ incident involving any employee of the contractor, within the premises of this establishment, the same should be intimated to the Contract O perating Authority by the contractor through the Fastest Available Me ans (FAM).

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

32. Wages and Allowances. Contractor is required to pay salaries/ wag es to h is employees working in this establishment at the location first ie on their own and then claim payment from the buyer along with all s tatutory documents like remittance of PF subscription, copy of wages slip, along-with a copy of the bank statement remitting wages/ salarie s to respective bank account of the employee s. Wages paid shall be la w wage conditions promulgated by Govt of India/ Ministry of Labour an d Employment, such that, the minimum wages and related allow ances shall be paid as is disseminated by Central Govt/ State Govt/ Local Self Government, whichever being higher. The responsibility of factoring t he same res ts with the bidder/ contractor exclusively and will be enfor ceable during currency of the contractor, subject to periodic revision i n such promulgated minimum w ages. Payments are to be done not lat er than first week of the following month, 9 / 15 for the previous mont h. Notwithstanding anything to the contrary, the liability of the Govern ment/ Indian Navy will be restricted to the financial implication of the contract and no additional liability will be incurred for the same towar ds the con tract being operated.

33. Non Adherence to the Payment terms . In case, the contractor fails to make payment of wages and allowance to the contractual employee s in time as per terms and conditions of the contract, the buyer will ha ve the right to revoke PBG and process the payment through the empl oyees in addition to cancel the contract. Firms not fulfilling contractur al obligation, despite warning letter will be technically disqualified fro m other tenders due to poor response.

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

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

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

37. Definition. The following definitions are considered for the same:- (a) Contractor. “Contractor” means the individual or firm or comp any whether incorporated or not, undertaking the contract including legal personal representative of such individual or the per sons composing such firms or company or the successor of such individual or firm or company or company and the permitted assigns o f such individual or firm or company. (b) Employee. Employee/ labour/ worker/ work people mean all personnel employed by the contractor in this establishment, part-time / full-time, as part of this contract. (c) Contract Operating Authority. Contract Operating Authority (COA) means the Material Superintendent, Material Organisation, Vishakhapatnam and/ or his auhtorised representatives assigned to ex 10 / 15 ecute/ operate/ supervise/ inspect the work being carried out as pa rt of the contract.

38. Risk & Expense clause. (a) Should the services or any installment t

hereof not be delivered within t he time or times specified in the contr act documents or if not as per asked services is made in respect of the services or any installment thereof the Buyer shall after granting the S eller 45 days to cure the breach be at liberty without prejudice to the r ight to recover liquidated damages as a remedy for breach of contract to declare the contract as cancelled either wholly or to the extent of su ch default. (b) Should the services or any installment thereof not perfo rm in accordance within the specifications/ parameters provided by th e SELLER during th e check proof tests to be done in the BUYER's coun try the BUYER shall be at liberty without prejudice to any other remedi es for breach of contract t o cancel the contract wholly or to the extent of such default. (c) In case of a services breach that was not remedied within 45 days the BUYER shall having given the right of first refusal t o the SELLER be at liberty to hire services from any other source as he thinks fit other stores of the same or similar description to make good. Such default. In the event of t he contract being wholly determined th e balance of the services remaining to be provided there under. (d) An y excess of the purchase price services procured from any other suppli er as the case may be over the contract price appropriate to such defa ult or balance shall be recoverable from the SELLER.

39. Option Clause and Repeat Order Clause . (a) Repeat Order and Opti on Clause . Provision of repeat order and option clause should not be made as a matter of course in the RFPs as the seclauses have an impa ct on price. Either or both these causes may be provided in the RFP onl y in exceptional circumstances, where the consumption pattern is not predictable, with the stipulation that while exercising one or both thes e clauses the overall ceiling of fifty percent of the originally contracted quantity will not be exceeded. Repeat Order and / or Option Clause ma y be exercised more than once, provided altogether these orders do n ot exceed 50% of the original order quantity. (b) Option Clause. Under this clause, the Purchaser retains the right to p lace order for addition al quantity up to a maximum of 50% of the originally contracted quanti ty at the same rate and terms of the contract. Such an option is availa ble during the original period of contract provided this clause had bee n incorporated in the original contract with the supplier. Quantity after original Delivery Period. This clause may be exercised in case of procur ement from single vendor/ OEM also subject to there being no down wa rd trend in prices. However, in multi vendor contracts, great care shoul d be exercised before operating the option clause.

40. Fall Clause. The following Fall Clause will form part of the contract placed o n successful Bidder. (a) The price charged for the services pr ovided under the contract by the Seller shall in no event exceed the lo west prices at which the Seller bids t he services or offer to provide se rvices of identical description to any pers 11 / 15 ons/ organisation incl uding the Buyer or any department of the Central go vernment or any Department of state government or any statutory undertaking the cen tral or state government as the case may be during the peri od till perf ormance of all supply Order placed during the currency of the r ate con tract is completed. (b) If at any time during the said period the Bidder reduces the rates of services provided such services to any person/ or ganization including the Us er or any Dept of central Govt. or any Depa rtment of the State government or any statutory undertaking the centr al or state government as the case may be at a rate lower than the rat es chargeable under the contract the firm shall forthwith notify such r

eduction to the User. The existing or previous Rate Contracts as also u nder any previous services entered into with t he Central or State Govt . Depts including their undertaking excluding joint sector companies a nd / or private parties and bodies. (c) The Seller shall furnish the follo wing certificate to the Paying Authority along with each bill for payme nt for supplies made against the Rate contr act – "We certify that ther e has been no reduction in price of the services of description identical to the services have not been offered/ services provided by me / us to any person/ organisation including the Buyer or any department of Cen tral Government or any Department of a state Government or any Stat utory Undertaking of the Central or State Government as the case may be upto the date of bill / the date of completion of services being provi ded against all work orders placed during the currency of the Rat e Co ntract at price lower than the price charged to the government under t he contract except for quantity of services".

41. Force Majeure clause. (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (exce pt for failure to pay any sum whi ch has become due on account of rec eipt of goods under the provisions of the present contract) if the non-p erformance results from such Force Majeure circumstances as Flood Fi re Earth Quake and other acts of God as well as War Military operation blockade Acts or Actions of State Authorities or any other circumstanc es beyond the parties control that have arisen after t he conclusion of the present contract. (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extend ed correspondingly for the period of time of action of these circumstan ces and their consequences. (c) The party for which it becomes imposs ible to meet obligations under t his contract due to Force Majeure con ditions is to notify in written form the other party of the beginning and cessation of the above circumstances immediately but in any case not later than 10 (Ten) days from the moment of their beginning. (d) Certif icate of a Chamber of Commerce (Commerce and Industry) or ot her co mpetent authority or organization of the respective county shall be a s ufficient proof of commencement and cessation of the above circumsta nces. (e) If the impossibility of complete or partial performance of an o bligation lasts for more than 6 (six) months either party hereto reserv es the right t o terminate the contract totally or partially upon giving p rior written notice of 30 (thirty) days to the other party of the intentio n to terminate without any liability other than reimbursement on the t erms provided in t 12 / 15 he agreement for the goods received.

42. Retention of existing resources. In this contract, existing trained r esources are to be retained by the outsourced firm. The buyer shall be responsible fo r ensuring compliance with eligibility requirements of t hose retained resources as per the contract. Further, it is the buyer's r esponsibility to provide requisite documentation & other details pertai ning to EPF, ESIC, etc. required for on boarding of such resources with the new service provider. Police verification of such retained resource s, if required, will be the responsibility of buyer. The new service provi der will not charge anything from the retained resources for on boardi ng on their payroll. In case replacement is required they will be replac ed on mutual agreement between the consigner / consignee.

43. Protection against Firm’s Default/ Penalty Clause. In order to prote ct t he interest of employees towards timely and legitimate disbursem ent of salary, following clauses are added :-

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

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

44. The contractor should disburse wages to their outsourcing employ ees within seven days from the last day of the contract period every m onth through Bank Transfer or Electronic Mode and inform the principa l employer electronically of the amount so paid. Thereafter, contractor s shall submit their reimbursement claims/ bill within 10 days of the p eriod of the same month.

45. Any delay or failure by a contractor in the timely disbursement of wages/ salaries to outsourcing employees shall be viewed seriously. In the first instance, the contractor shall be issued a Warning Letter. Rep eated violations or continued non-compliance shall render the contract or liable for debarment/ blacklisting.

46. In case the payment is delayed inordinately, the principle employe r shall pay directly to the contract workers as per terms & conditions a nd action to be taken to blacklist the firm.

47. Government of India has consolidated 29 Labour laws into four co mprehensive Labour Codes, namely (I) the Code on Wages, 2019, (ii) t he Industrial Relations Code, 2020, (iii) the Occupational Safety, Healt h and Working Conditions Code, 2020, and (iv) the Social Security Cod e, 2020 and these have been made effective from 21.11.2025. These re forms aim to improve protections for workers including Contract Work ers, by ensuring stronger wage safeguards, expanded social security a nd better working conditions under a transparent and streamlined co mpliance system.

48. In particular, the Code on wages, 2019 lays down provisions relating to minimum wages to all employees and timely payment of wages. In this context, and in order to ensure full compliance with statutory provisions, it is directed for implementation of the following :-

(a) If the contractors fails to make payment action will be taken to blacklist the contractor through the ministry and for repeat offence the contractor will be blacklisted from all the ministries and departments of Government of India in terms of Rule 151 of GFRs, 2017 and the guidelines issued by DoE in this regard.

(b) In case the payment is delayed inordinately, MO(V) shall pay directly to the contract workers as per terms and conditions.

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9. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---