



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3016032
Dated/दिनांक : 20-01-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-01-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-01-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India
Department Name/विभाग का नाम	Indian Audit And Accounts Department
Organisation Name/संगठन का नाम	Accountant General(a&e)-i, Maharashtra, Mumbai
Office Name/कार्यालय का नाम	Principal Accountant General (a&e)-1
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Data Entry Operator
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	50 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Turnover	Yes
Startup Exemption for Turnover	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण

Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	70000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

Senior Accounts Officer
Principal Accountant General (a&e)-1, Indian Audit and Accounts Department, Accountant General(A&E)-I,
Maharashtra, Mumbai, Comptroller and Auditor General (CAG) of India
(Sr.ao . Ag Ae-i)

Splitting/विभाजन

Bid splitting not applied.

MII Compliance

MII Compliance	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Geographic Presence: Office registration certificate:Mumbai metropolitan region only

Scope of work & Job description:[1674209128.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1674209199.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Data Entry Operator (9)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Skilled
Type of Function	Admin
List of Profiles	Data Entry Operator
Educational Qualification	Secondary School

Specification	Values
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement
1	Sudha Sudhakaran	400020,Office of the Principal Accountant General A&E-1 Maharashtra Mumbai, 2nd Floor Pratishtha Bhavan New Marine lines, M.K Road Mumbai.	9	<ul style="list-style-type: none"> • Bonus (INR per day) : 3.84 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Minimum daily wage (INR) exclusive of GST : 866 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 28.14 • Number of working days in a month : 26 • Provident Fund (INR per day) : 112.58 • Tenure/ Duration of Employment (in months) : 12

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. 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.

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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

No.Admn.I/Outsourcing/DEO /2023-24/ 683
19-01-2023

Date :

TENDER NOTICE

Office of the Accountant General (A&E)-I, Maharashtra invites quotations from service provider agencies/firms from **Mumbai, Navi Mumbai and Thane (Mumbai Metropolitan Region)** having valid Local registration certificate for hiring of 09 **(Nine)** Data Entry Operators through outsourcing in this office building at Pratishtha Bhavan, M.K.Road, Mumbai-400 020.

Sr. Accounts Officer /Admn. I

No.Admn.I/Outsourcing/DEO/2023-24/ 683
19-01-2023

Date :

ANNEXURE -I
GENERAL TERMS AND CONDITIONS

Sub :- Notice Inviting Tender for “Outsourcing of Data Entry Operator (including typing, data entry , the making of statement and day to day official work)”

1. The office of the Accountant General (A&E)-I, Maharashtra, shall be hiring the services of **09** Data Entry Operators (including typing, data entry, the making of statement and day to day official work) in this office from the **Agencies situated and registered in Mumbai Metropolitan Region only. The Agencies/firms should submit proof of local Registration alongwith local address, absence of which will result in Technical disqualification** . The contract will be for the FY 01-04-2023 to 31-03-2024 subject to fulfillment of terms and conditions of the work order. **Incomplete and conditional tenders will not be accepted.**

Details of Data Entry Operator in the O/o Accountant General (A&E)-I, Maharashtra, shall be as under:

- a. Including typing, data entry, the making of statement and day to day official work, physical maintenance of records of section, all clerical work in the section/ unit, maintenance of files/ registers.
 - b. The persons employed should work on all days except Sundays & holidays. In case of intimated leave/absence of any of the deployed person, the agency should make available alternate manpower.
 - c. The Service provider is responsible for the payment of monthly salary to the employed person through ECS in their respective bank accounts.
2. The working hours will normally be from 09.30 am to 06.00 pm daily, with ½ hrs lunch break. However, in case of specific requirements of work, the working hours can be changed as per discretion of the Accountant General (A&E)-I, Maharashtra, Mumbai.
3. **Parties:-**The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and the Office of the Accountant General (A&E)-I, Maharashtra.
4. **Addresses:** For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of Accountant General (A&E)-I, Maharashtra. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
5. **Preparation and submission of Tender:** The tender should be submitted in two parts namely, Technical Bid (in form given in Annexure- III) and Financial Bid (in form given in Annexure-IV).
6. **Signing of Tender:** The tenderer should sign and affix his/his firm’s stamp at each page of the

tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.** (This sub-clause will not be applicable in cases where signing of a separate agreement is considered necessary by the Accountant General (A&E)-I, Maharashtra).

7. **Technical Bid:** The Technical bid should be submitted in form given in Annexure-III along with registration particulars, copy of PAN Number issued in favour of the firm, and other information sought for in the Annexure-II.
8. **Financial Bid:** The Financial Bid should be submitted in the form given in Annexure-IV. The Financial Bid of those tenderers who are found technically fit, will be opened.

a. Terms of payment as stated in the Tender Documents shall be final.

- b. At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

The bidder must quote the rate (including Bonus) in figures as well as in words. This office will maintain an attendance register in r/o the staff deployed by the agency on the basis of which remuneration will be decided in r/o of the staff at the approved rates.

9. **Validity of the Bids:** The bids shall be valid for a period of 45 days from the date of opening of the tenders. The contract shall commence from the date of consent of the firm to the terms and conditions. The contract **will be for FY 01-04-2023 to 31-03-2024** subject to fulfillment of terms and conditions of the work order. The contract so awarded can be terminated by the Office of the Accountant General (A&E)-I, Maharashtra, at any time without any notice or conveying any reason if the services are not found satisfactory.

10 . Right of Acceptance: Office of the Accountant General (A&E)-I, Maharashtra reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority of the Office of the Accountant General (A&E)-I, Maharashtra in this regard shall be final and binding.

Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

11. **Communication of Acceptance:** Successful Tenderer will be informed of the acceptance of their tender.
12. **Performance Security:-** The successful tenderer shall furnish performance security @ 3% of the value of the contract in the form of Bank Guarantee or an Account payee Demand Draft or Fixed Deposit receipt in the name of the '**Sr. Accounts Officer, O/o The Accountant General (A&E)-I, Maharashtra Mumbai**' from a commercial bank within 7 days from the date of acceptance of the tender.
 - a. The Security Deposit shall remain valid for period of 60 days beyond the date of completion of all contracted obligations of the service provider.

- b. The Bank Guarantee can be forfeited by order of the competent authority of Office of the Accountant General (A&E)-I, Maharashtra, in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Accountant General (A&E)-I, Maharashtra, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

13. Penalty:

a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring Data Entry Operator services in the event of Contractor failing to provide requisite number of personnel, the office shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Office of the Accountant General (A&E)-I, Maharashtra.

- b) The powers of the Office of the Accountant General (A&E)-I, Maharashtra, under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 10 above.

14. **Disclaimer:** The near relatives of employees of the Office of the Accountant General (A&E)-I, Maharashtra, are prohibited from participation in this tender.

15. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the security deposit in the form of performance Bank Guarantee shall be en-cashed.

16. **Sub-letting of Work:** The firm shall not assign or sublet the work or any part of it to any other person or party.

17. The tender is not transferable.

18. Terms of payment:

- a. The service provider shall submit a copy of wages sheet alongwith the bank statement and documents of deductions made from the salary to the outsourced personnel. Bill will be processed only after receipt of the same.
- b. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- c. The contractor shall submit the bill at each stage/in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for

payment.

- d. All payments shall be made by e- payment only.
 - e. Office of the Accountant General (A&E)-I, Maharashtra, shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
 - f. The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Security Deposit governed by the separate clauses of the contract.
19. **Arbitration:** If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitrate tribunal containing a Sole Arbitrator to be appointed by Office of the Accountant General(A&E)-I, Maharashtra. The arbitration proceedings shall take place in the Office of the Accountant General (A&E)-I, Maharashtra, Pratishta Bhavan, M. K. Road, Mumbai-20. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

Sr. Accounts Officer/Admn-I

No.Admn.I/Outsourcing-DEO/2023-24/683
19-01-2023

Date:

ANNEXURE -II

PARAMETERS AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK

1. (i) The firm should be registered locally (Mumbai, Navi Mumbai and Thane) i.e. Mumbai Metropolitan Region and a copy of registration certificate in support thereof furnished. **The Agencies/firms should submit proof of local Registration alongwith local address, absence of which will result in Technical disqualification**
 - (ii) The firm should have minimum three years of experience of providing **Data Entry Operator services to** reputed firms / organizations in Mumbai region. Satisfactory Service Certificates from existing/past employers for the same should be enclosed with the Technical Bid.
 - (iii) Income Tax payment certificates for the last 3 years should also be provided by the firm in the Technical Bid
 - (iv) The firm should also furnish along with the quotation a financial statement / balance sheet of the previous year in respect of their firm as evidence in support of their claim towards financial stability in future.
2. (i) The firm should have a provision of proper photo identity Cards.
 - (ii) The firm should be registered with EPF Commissioner, Supporting Registration Numbers / proof should also be provided.
 - (iii) The firm should comply the statutory provisions of the labour laws, minimum wages, bonus, Employees State Insurance (ESIC) etc. Registration

certificates thereof should be furnished.

(iv) Firms should have sufficient numbers of staff in back office also in order to replace / provide additional staff as and when required

3. Security Consideration: The persons supplied by the agency should not have any police records/criminal cases against them. The agency should have police verification of each person before engaging for services provided to this office.

Sr. Accounts Officer/ Admn.I

ANNEXURE -III

TECHNICAL BID

Sub :- Notice Inviting Tender For “Outsourcing Data Entry Operator”

1.	Name of the Tenderer/Concern:	
2.	Address (with Tel. & Mob. No.):	
3.	Nature of the concern : (i.e. Partnership firm or a Limited Company or a Government Department or a Public Sector Organization)	
4.	Registration Number of Tenderer/ Concern : (Attested photocopy of registration should be attached) _____	
5.	PAN Number of Tenderer/ Concern : _____ (Attested copy should be attached)	

6.	Bank Guarantee/ Demand Draft No. _____ dated _____ From bank name _____ Amounting to Rs. _____ as Earnest Money Deposit	
7.W	Whether firm has more than three years of experience YES / NO	
8.1	If yes, supporting proof from the existing / past employer attached YES / NO	Y
8.2	List of Important Organisations with address and Telephone number to whom Data Entry Operator have been provided during the last five years with period of contract is enclosed (Summary may be <u>enclosed on separate sheets for each</u> contract and period and amount of contract; remarks/ observations/ appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer)	
9.	Financial Status i.e. Evidence of filling of IT Returns Along with final accounts for the financial years for last three years attached	YES/NO
10.	Whether firm has provision of photo identity cards and Police verifications certificates in respect of persons hired by agency.	YES/NO
11.	Registration Number of ESIC: (Attested photocopy of registration should be attached) _____	
12.	Registration Number of EPFO: (Attested photocopy of registration should be attached) _____	
13.	Registration Number of GST :- (Attested photocopy of registration should be attached) _____	
14.	Registration Number of Professional Tax (P.T.) :- (Attested photocopy of registration should be attached) _____	

15.	Registration Number of Maharashtra Labour welfare Fund :- (Attested photocopy of registration should be attached) _____ _____
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UNDERTAKING

I/ We undertake that I/ we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the office of the Principal Accountant General (A&E)- I, Maharashtra, and shall abide by them.

I/ We also undertake that I/ We have understood "Parameters and Technical Specifications for conducting the Work" mentioned in Annexure-II of the Tender No. Admn I/Outsourcing DEO-2023-2024/ dated -01-2023 and shall conduct the work strictly as per these "Parameters and Technical Specifications for conducting the work"

I/ We hereby certify that none of my relative(s) as defined in disclaimer clause of Annexure-I is/ are employed in Office of the Principal Accountant General (A & E) - I, Maharashtra.

I/ We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated :

At:

**(Dated Signature of Tenderer with stamps
of the firm)**

ANNEXURE-IV

FINANCIAL BID DOCUMENT

	Name of the party:	
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	Address (with tele. No & Fax No.):	
	Name & Address of the Proprietor/Partners/Directors (with mobile numbers):	
	Wages Applicable daily 8 Hrs. working	Charges of skilled staff for Data Entry Operator per person per month for an average month of 30 days with break up of daily rates.
	BASIC	
	VDA	
	TOTAL BASIC + VDA (A)	
	<u>DEDUCTIONS</u>	
	PROVIDENT FUND Contribution @ 12% (on BASIC+VDA)	
	ESIC Contribution @ .75% (on BASIC+VDA)	
	TOTAL DEDUCTIONS (B)	
	TAKE HOME PAY (A - B)	
	<u>CONTRIBUTIONS</u>	
	PROVIDENT FUND @ 13% (on BASIC+VDA)	
	ESIC @ 3.25 (on BASIC+VDA)	
	TOTAL CONTRIBUTION (C)	
	TOTAL (A+C)	
	SERVICE CHARGES @ ---- -----%	
	TOTAL	
	GST @ 18%	
	BONUS PAYABLE	

	GRAND TOTAL	
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Note: All the charges statutory or otherwise borne should be given separately.

DECLARATION:-

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage; I/We shall be blacklisted and shall not have any dealing with the department in future.

(Dated Signature of Tenderer with stamps of the firm)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---