



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/4206989
Dated/दिनांक : 14-11-2023

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 11-12-2023 11:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 11-12-2023 11:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 90 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Health And Family Welfare |
| Department Name/विभाग का नाम | Directorate General Of Health Services |
| Organisation Name/संगठन का नाम | Central Leprosy Teaching And Research Institute |
| Office Name/कार्यालय का नाम | Chengalpattu |
| Item Category/मद केटेगरी | Manpower Outsourcing Services - Minimum wage - Unskilled; Admin; Office Helper , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Boot Maker , Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Establishment Assistant , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Kitchen Helper |
| Contract Period/अनुबंध अवधि | 1 Year(s) 1 Day(s) |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 40 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/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है | Yes |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट | No |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट | No |

Bid Details/बिड विवरण

| | |
|---|--|
| 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 |
| Estimated Bid Value/अनुमानित बिड मूल्य | 4248696 |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |
| Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है | Yes |

EMD Detail/ईएमडी विवरण

| | |
|-----------------------------|----------------|
| Advisory Bank/एडवाइजरी बैंक | Bank Of Baroda |
| EMD Amount/ईएमडी राशि | 25000 |

ePBG Detail/ईपीबीजी विवरण

| | |
|--|----------------|
| Advisory Bank/एडवाइजरी बैंक | Bank Of Baroda |
| ePBG Percentage(%) /ईपीबीजी प्रतिशत (%) | 4.75 |
| Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने). | 18 |

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी 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 :

Director

chengalpattu, Directorate General of Health Services, Central leprosy teaching and research institute, Ministry of Health and Family Welfare

(The Director, Cltri)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

| | |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

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 / 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.

3. 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.

[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.

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.

5. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of work & Job description:[1699939788.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per

applicable Minimum Wages Act:[1699940063.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Admin; Office Helper (10)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|--|------------------|
| Core | |
| Skill Category | Unskilled |
| Type of Function | Admin |
| List of Profiles | Office Helper |
| Educational Qualification | Secondary School |
| 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)/एडऑन | |
| Additional Details/अतिरिक्त विवरण | |
| Title for Optional Allowances 1 | |
| Title for Optional Allowances 2 | |

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/अतिरिक्त आवश्यकता |
|----------------|--|-------------|---------------------------------|--|
| | | | | |

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|---|---------------------------------|--|
| 1 | R Aravind | 603001,Central Leprosy Teaching & Research Institute, Tirumani, (Near Govt. Law College & Tirumani Railway Crossing), CHENGALPATTU DISTRICT, TAMILNADU 603001 INDIA | 10 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 455.69 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.28 • EPF Admin Charge (INR per day) : 2.28 • 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) : 14.81 • Provident Fund (INR per day) : 54.68 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Boot Maker (1)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|---------------------------|---------------------------|
| Core | |
| Skill Category | Semi-skilled |
| Type of Function | Others |
| List of Profiles | Boot Maker |
| Educational Qualification | Secondary School |
| Specialization | Experience in shoe making |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |

| Specification | Values |
|----------------------|--------|
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s)/एडऑन | |

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/अतिरिक्त आवश्यकता |
|----------------|---|--|---------------------------------|--|
| 1 | R Aravind | 603001, Central Leprosy Teaching & Research Institute, Tirumani, (Near Govt. Law College & Tirumani Railway Crossing), CHENGALPATTU DISTRICT, TAMILNADU 603001 INDIA | 1 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 571.08 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.86 • EPF Admin Charge (INR per day) : 2.86 • 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) : 18.56 • Provident Fund (INR per day) : 68.53 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Establishment Assistant (6)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|---------------------------|---|
| Core | |
| Skill Category | Skilled |
| Type of Function | Admin |
| List of Profiles | Establishment Assistant |
| Educational Qualification | High School |
| Specialization | working knowledge in MS officeledge in MS |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s)/एडऑन | |

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/अतिरिक्त आवश्यकता |
|----------------|---|-------------|---------------------------------|--|
|----------------|---|-------------|---------------------------------|--|

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|--|---------------------------------|--|
| 1 | R Aravind | 603001, Central Leprosy Teaching & Research Institute, Tirumani, (Near Govt. Law College & Tirumani Railway Crossing), CHENGALPATTU DISTRICT, TAMILNADU 603001 INDIA | 6 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 609.54 • Bonus (INR per day) : 0 • EDLI (INR per day) : 3.05 • EPF Admin Charge (INR per day) : 3.05 • 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) : 19.81 • Provident Fund (INR per day) : 73.14 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Kitchen Helper (2)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|---------------------------|------------------|
| Core | |
| Skill Category | Semi-skilled |
| Type of Function | Others |
| List of Profiles | Kitchen Helper |
| Educational Qualification | Secondary School |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |

| Specification | Values |
|----------------------|--------|
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s)/एडऑन | |

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/अतिरिक्त आवश्यकता |
|----------------|---|--|---------------------------------|--|
| 1 | R Aravind | 603001, Central Leprosy Teaching & Research Institute, Tirumani, (Near Govt. Law College & Tirumani Railway Crossing), CHENGALPATTU DISTRICT, TAMILNADU 603001 INDIA | 2 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 571.08 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.86 • EPF Admin Charge (INR per day) : 2.86 • 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) : 18.56 • Provident Fund (INR per day) : 68.53 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

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

1. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2. 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.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

OUTSOURCING OF MANPOWER

Buyer Added Bid Specific Terms and Conditions -

Eligibility Criteria The bidders should complete the following minimum technical eligibility and qualification criteria. (supporting documents to be attached):

- The bidder should have minimum 3 years of experience of providing Manpower outsourcing service to any Central Government /State Government/Public Sector Undertaking organizations. A Satisfactory Certificate/ Award of Contract from existing/past employers for the same should be enclosed
- The average annual turnover of the Bidder for the past 3 financial years immediately preceding the current financial year (viz. 2020-21, 2021-22 and 2022-23) should not be less than Rs. 40 lakhs and should not be in deficit mode during these years. Copies of the Profit & Loss Account/ Income Expenditure Statement along with balance sheet duly audited by CA in support of the Bidder's turnover as well as the profits/ loss must be submitted.
- The Organization Bidding should be a single agency. No Consortium bodies are eligible to bid. The Bidder (single agency) should not have been blacklisted by the Central, any State/UT Government, or any central or state Government agency as on the date of issue of this Tender Document or during the subsequent bid processing and evaluation. An undertaking for not blacklisted to be submitted in the firm letter head.
- The Bidder should have a Registered Office in state of Consignee documentary evidence to be provided for the same. Self-Declaration and rental agreement will not be considered as valid document.
- The bidder should have registered under ESI Act (Certified copy to be attached).
- The bidder should have registered under GST (Certified copy to be attached).
- The bidder must have PAN card and a copy of the same should be submitted with Technical Bid.
- The bidder should have Provident Fund Account Number allotted by Provident Fund Commissioner.
- Successful bidder(s) will have to keep a Security Deposit of Rs.2,00,000/- with valid upto 18 months from the date of award of Contract in the name of CLTRI, Chengalpattu within seven working days of acceptance of Work Order in the form of DD/Bank Guarantee/Fixed Deposit Receipt in favour of 'CLTRI, Chengalpattu'. The bank should certify on it that the deposit can be withdrawn only on the demand or with sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR, documents in place of PBG and has to ensure delivery of hard copy of Original FDR to the buyer within 15 days of award of contract. The Security Deposit will be released after 18 months from the date of award of Contract.

- EMD of unsuccessful bidders will be returned.
- The bids submitted by the firms/agency shall remain valid for a period of 180 days after the closing date (deadline) for submission of bids prescribed in this document. A bid valid for shorter period may be rejected as non-responsive. The Purchaser may solicit the bidders' consent to an extension of Tender validity (but without the modification in their Bid).
- The Director, CLTRI, Chengalpattu reserves the right to (i) reject any one or all Bids and (ii) cancel the Bid without assigning any reasons and there of.

Mandatory List of Documents to be submitted for Technical Qualifications:-

Registration for Man Power Outsourcing.

In case of Company, Certified true copies of Certificate of Incorporation from the Registrar of Companies (ROC) or Certified copy of Certificate of Registration/Evidence of legal status of Bidder.

Audited and certified financial statements of Profit & Loss /Income and Expenditure, and Balance Sheet for the last three financial years (i.e, 2020-21, 2021-22 and 2022-23).

Declaration in the form of affidavit by the resident/CEO/CMD of the organization clearly stating that the organization has not been blacklisted by Central/State/UT Government or any other Government agency and has not been charged/ prosecuted by court of law for any fraudulent activity

Photocopy of Organization's Income Tax PAN and GST No.

Profile of the Organization giving relevant details of nature of work, experience, infrastructure, resources, turnover, profit and loss etc.

The bidder is required to submit an undertaking that all the tender documents including the corrigendum released if any have been gone thoroughly.

OTHER TERMS AND CONDITIONS:

1. The service provider's personnel deployed should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this Office. The service provider shall be responsible for any act of commission or omission or indiscipline on the part of persons deployed by him. The Director, CLTRI shall reserve the right to decide and final screening of the candidates to be deployed considering the age, qualification and experience etc.
2. CLTRI may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/their misconduct or services being not required and service provider shall forthwith comply with such requirements/directions.
3. The service provider has to provide Photo Identity Cards to the persons employed for carrying out the work. These cards are to be constantly displayed and their loss shall be reported immediately to the Service Provider for replacement.
4. All services shall be performed by persons qualified and experienced in performing such services as prescribed by the CLTRI, Chengalpattu.
5. The Service Provider shall replace immediately any of its personnel, if they are found to be unacceptable to the CLTRI, Chengalpattu because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving instructions from the Institute in writing or oral.
6. CLTRI, Chengalpattu shall not be liable for any loss, damage, theft, burglar or robbery of any personal belongings, equipment or vehicles of the personnel deployed by the service provider.
7. The service provider shall not assign, transfer, pledge or sub contract the work/services.
8. The service provider's personnel shall not claim any benefit / compensation / absorption / regularization of services with CLTRI, Chengalpattu. An undertaking to this effect from the personnel engaged shall be submitted by the service provider to CLTRI, Chengalpattu.

9. The service provider shall ensure deployment of suitable people with proper background. The service provider should submit photo ID proof of the employees being deployed and NOC from police department after successful award of contract to the Institute.

10. The service provider agency shall ensure proper conduct of the personnel deployed in CLTRI, Chengalpattu and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering etc in and around CLTRI premises.

11. The 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 the by submitting the GST invoice along with all statutory documents like PF, ESI, etc.

12 Any statutory requirement in respect of each personnel of the service provider will be the responsibility of the service provider.

13. Working hours would be normally 08.30 hours per day during working days including half an hour lunch break. However, the concerned person may have to work beyond office hours, in the exigencies of work.

14. The deputed personnel may be called on Sundays and other Gazetted Holidays, if required. The firm should have sufficient numbers of staff in back office in order to replace staff as and when required.

15. The service provider shall provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the CLTRI, Chengalpattu. The service provider shall provide a substitute well in advance if there is any probability of a person leaving the job due to his / her own personal reasons.

16. In case of change of deployed staff, the service provider shall intimate to CLTRI before 15 days.

17. Contract, once awarded, shall remain valid for a period of twelve months.

18. The contract may be extended further period of 6 months at the same wages and Terms and Conditions with mutual agreement of both the parties.

19. Service Support Escalation Matrix for service support Bidder must provide escalation matrix of telephone/mobile numbers.

20. **Confidentiality:** - The service provider shall not at any time communicate to any person or entity any information acquired in the course of performance of this Contract. By agreeing to enter into this contract, the contractor also agrees to sign and abide with the Non-Disclosure Agreement.

21. **Forfeiture of Performance Security:-** In the event of breach of this agreement, CLTRI, shall have the right to invoke and appropriate the proceeds of the performance security, in whole or in part.

22. **Termination of Contract: -**

I) If there is a breach of any of the terms and conditions of the contract and or fails/neglects to carry out any instruction issued to it by CLTRI from time to time and the same can be terminated by the Director, CLTRI.

II) In case of unsatisfactory performance of the contract a warning letter will be issued to the Manpower Service Provider. Unsatisfactory service in this case would be frequent absence or poor attendance of Outsourced staffs, inability to provide replacement, lackadaisical work in maintaining cleanliness, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities etc) or any other non-compliances of the instructions of the Agreement. In case corrective action is not taken, Director, CLTRI shall have right to terminate the contract.

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---