

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	13-06-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	13-06-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Finance
विभाग का नाम / Department Name	Department Of Economic Affairs
संगठन का नाम / Organisation Name	Security Printing And Minting Corporation Of India Limited (spmci)
कार्यालय का नाम / Office Name	3rd Floor Tower G World Trade Centre Nauroji Nagar
वस्तु श्रेणी / Item Category	Operation And Maintenance Of HVAC System (Heating, Ventilation And Air Conditioning System) - Complete System
अनुबंध अवधि / Contract Period	1 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए 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?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	2

बिड विवरण/Bid Details	
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	2
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
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	Indusind bank
ईएमडी राशि/EMD Amount	24000

ईपीबीजी विवरण /ePBG Detail

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

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। 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।/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.

(b).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 :

Narmadapuram
SECURITY PAPER MILL, NARMADAPURAM
(Security Paper Mill)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

6. 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

Please upload scope of work:[1779427353.pdf](#)

Operation And Maintenance Of HVAC System (Heating, Ventilation And Air Conditioning System) - Complete System (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Operation And Maintenance Service Is Required For	Complete System
Type of Annual Maintenance Service Provider required	Any service provider
Status/condition of equipment/machine/system (At the time of bid)	Functional but outside AMC and Warranty
Cost of consumable/Material	Consumable to be provided by the buyer
Cost of spare parts	Spare parts to be provided by the buyer
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Number of Dedicated managerial/supervisory staff required	
Duty hours of dedicated mangerial/supervisory staff	
Number of dedicated skilled manpower required	3
Duty hours of dedicated skilled manpower	8
Working days in a week for skilled manpower	6

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

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

परिषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	अतिरिक्त आवश्यकता /Additional Requirement
1	Biplab Basak	461005,Security Paper Mill ,Narmadapuram , Madhya Pradesh	1	<ul style="list-style-type: none">Number of months for which Operations & Maintenance service is required during contract period : 12

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

1. **Generic**

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 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 25 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 25 percent with the consent of the service provider

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. **Forms of EMD and PBG**

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

SECURITY PAPER MILL
payable at
NARMADAPURAM

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

SECURITY PAPER MILL NARMADAPURAM

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

SECURITY PAPER MILL

payable at

NARMADAPURAM

. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

SECURITY PAPER MILL NARMADAPURAM

Account No.

201003487038

IFSC Code

INDB0000449

Bank Name

Indusind Bank

Branch address

Ground Floor, Sat Rasta, Main Road, Narmadapuram (M.P) 461001

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

SECURITY PAPER MILL, NARMADAPURAM

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the 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 document 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.

8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

SECURITY PAPER MILL, NARMADAPURAM

Account No.

201003487038

IFSC Code

INDB0000449

Bank Name
Indusind Bank
Branch address

Ground Floor, Sat Rasta, Main Road, Narmadapuram (M.P) 461001

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYERS ADDED BID ATC (Skilled Manpower/ AC Technicians -3 nos).

Essential Qualification & Experience:

- (1) **AC Technician should have ITI certificate from AC & Refrigeration trade and should have relevant experience 2-3 years in AC & Refrigeration trade familiar with other modern technic also.**
- (2) Firm shall abide all safety rules for ensuring AC safety and all other statutory rules as applicable for this contract.
- (3) Contractor should comply As per the contract labor laws and should provide 1 abors 365 X 3 By complying weekly off. During weekly off of the labor contract or should provide alternative reliever should not exceed 365 X 3 =1095 days.
- (4) SPMN reserves the right to check the competency of the manpower to be dep uted prior to work engagement at the site.

(3) Payment Terms

(i) Payment shall be done on monthly basis after completion and suitability of service and produc ing all required essential documents. Payment will be made through NEFT/RTGS only.

(ii) Service provider is required to pay Salaries/wages of contracted staff deployed at buyer locati on first i.e. their own and then claim payment from buyer along with all statutory document like PF, E SIC etc. as well as bank statement of payment done to staff.

(iii) Payment shall be done through RTGS/NEFT facility. Bidder should provide Bank Account Details including Bank Account No., IFC Code, Bank Name, Branch code, Location of Bank etc. and GSTIN No., HSN Code of Materials, SAC Code of Services, Billing address, Shipping address, Place of Supply, GST % & Amount in your bill for the same, without which your payment will not be release.

(iv) The Buyer shall make the payment to service provider within **30 days** from the date of receipt of invoices, attendance sheet, logbook, service feedback, documentary proofs for wages/PF/ESI/EDLI, etc. payments.

(v) However, if any objection is made in writing by the Buyer regarding acceptance of services or r egarding invoices within 15 days from the date of receipt of invoices or rendering of services then the Buyer shall make the payment to service provider within 30 days from the date on which such objecti on is removed by the Service Provider.

(4) **Liquidated Damages (LD) Clause:** If the contractor fails to deliver the goods and/or servic es or any installment thereof within the Delivery Period, SPM Narmadapuram shall, without prejudice to other rights and remedies available to SPM, Narmadapuram under the contract, deduct from the co ntract price, as Liquidated damages, a sum equivalent to the rate of 0.5 Percent of the delivered price of the delayed goods an d/or services for each week of delay or part thereof until actual delivery or p erformance, subject to a maxi mum deduction of the 10% of the delayed goods or services.

(5) **Warranty (as per clause no. 16 of GCC) - NA**

(6) **Anti-Bribery Management System (ABMS):** By participating in this tender, the suppliers/Ve ndors/ Contractors are deemed to have undertaken that they shall not give or take, any financial o

r non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance.

(7) The terms and conditions, guidelines of SPMCIL Procurement Manual Version 3.0,2024 will be applicable to this bid at any stage to avoid any conflict at later stage.

(8) Kindly refer General Instructions to Tenderer (GIT) and General Conditions of Contract (GCC) of SPMCIL Procurement Manual Version 3.0 for additional terms and conditions as per the links given below:

GIT: <https://www.spmcil.com/wp-content/uploads/2024/06/GIT-3.0-1.pdf>

GCC: <https://www.spmcil.com/wp-content/uploads/2024/06/GCC-3.0-1.pdf>

(9) **Arbitration, Dispute Resolution and Negotiation:** As per SPMCIL Procurement Manual Version 3.0,2024.

(10) **GST Return:** Supplier should file the GST returns for outward supplies in time. SPM reserves the right to withhold the payment of further supplies till production of evidence of filing of Returns.

(11) SPM (as Buyer) is liable to deduct TDS u/s 194Q @ applicable rate on goods purchases (if applicable). In case of deduction of TDS under section 194Q; the Supplier (Vendor) need not to charge TCS u/s 206C (1H) on invoicing on or after 01.07.2021.

(12) **Blacklisting and Deviation:** Vendor has submit declaration on their letter head in specified format (refer Anx II of Buyer added Specific ATC) to the effect as mentioned in the declaration.

(13) **Land Border Sharing:** Vendor has submit declaration on their letter head in specified format (refer Anx III of Buyer added Specific ATC) to the contained effect as mentioned in the declaration.

(14) Bidder shall submit duly sealed & signed copy of Technical Specifications and/or Scope of Work as a token of acceptance of the same.

(15) Firm has to submit the additional performance security after amendment of contract under minimum wages.

(16) **Pre Qualification Criteria**

(a). Experience & Past Performance: The bidder should have experience of having successfully supplied the Manpower **438 man-days**, in any of the last five years ending on '31.03.2025'

(b). Capability: The bidder must have capability to provide the relevant services.

(c) The bidder has to submit undertaking on their letter head confirming the compliance of 'Contract Labour (R&A) Act' and '**Workmen's Compensation Act.**'

(17) The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.

(18) The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.

(19) The Service Provider must ensure timely payment of monthly salaries and all statutory entitlements to deployed manpower in compliance with the applicable laws and then submit the monthly bill along with documentary proofs (Invoice, Attendance Sheet, Salaries Payment Proof, etc.) for release of the payment from the Buyer.

(20) The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.

(21) The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider

r shall furnish copy of bank statement in support of amount paid as and when required by Buyer.

(22) The Service Provider must be EPF/ESIC registered firm and has to submit documentary proof of registration. Firm has also deposit EPF and ESI of both Employer and employee share within 15th day of the month of payment of wages.

(23) The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.

(24) In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the

Buyer in the amount billed by the Service Provider, if no replacement of man power is provided.

(25) The Buyer shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning & justification.

(26) The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior approval for the same to be provided by the Buyer.

(27) All applicable taxes and duties other than mentioned in the contract document shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.

(28) Statutory and contractual obligations to be complied with by the contractor. The service provider mostly works within the premises of the Procuring Entity, along with a staff of the Procuring Entity. Many services are subject to various statutory provisions relating to labour, taxation, Workmen's Safety, Women men Labour, Private Security Agencies, Environmental Protection, Mining, Forest

clearance, Employment reservations, etc.

(29) The bidder must have a Service Tax Number, ESI, EPF Registration Certificate and Registration Declaration of ownership under the Indian Registration Act 1908 and Labour License and PAN (Income Tax). Moreover, the Procuring Entity itself may have its own regulations about safety, security, confidentiality, etc. All such statutory and contractual obligations must be listed so that price implications and compliance are taken care of by the bidder.

(30) SPMCIL reserves the right to terminate the contract, in whole or in part for its (SPMCIL's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of SPMCIL. The notice shall also indicate inter-alia, the extent to which the supplier's performance General Conditions of Contract GCC) 414 SPMCIL under the contract is terminated and the date with effect from which such termination will become effective.

(31) The bidder has to submit undertaking on their letter head confirming the compliance of 'Contract Labour (R&A) Act' and ' Workmen's Compensations Act.'

(32) From the time of submission of tender to the time of awarding the contract. if a tenderer needs to contact SPMCIL for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

(33) It will be treated as a serious misdemeanor in case a tenderer attempts to influence SPMCIL's decision on scrutiny, comparison, evaluation, and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions.

(34) Rate/Quotations should be in compliance with the Minimum Wages Act and any other relevant Acts/Orders of Government of India that is applicable. The minimum wages rate is prescribed vide Circular no. F.No. 1/6(3)/2025-Is-II Dated 30.03.2026 issued by the Chief Labour Commissioner(C), Ministry of Labour & Employment, New Delhi. Amendments may be done as per minimum wages rates prescribed by RLC.

(35) SAFETY PRECAUTIONS

- a) The Service Provider shall observe all applicable regulations regarding safety on the Buyer's premises.
- b) The Service Provider shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to Buyer or to others, working at the Buyer's premises.
- c) The Service Provider shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Buyer or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by Buyer to handle such fuses, wiring or electrical equipment.
- d) No electric cable in use by the Buyer will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- e) It is mandatory for the Service Provider to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:

(36) SAFETY RULES

Each employee shall be provided with initial indoctrination regarding safety by the Service Provider, so as to enable him to conduct his work in a safe manner.

- i. No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- ii. Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- iii. Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas.
- iv. Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- v. The employees when working around moving machinery must not be permitted to wear loose garments.
- vi. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
- vii. The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.
- viii. Proper Uniform must be provided to employees is compulsory
- ix. The Officer-in-Charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Service Provider shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly.

10. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

Scope Of Work:

1. AC Technician should have ITI certificate from AC & Refrigeration trade and should have relevant experience 2-3 years in AC & Refrigeration trade familiar with other modern technic also.
2. Daily this person will be performed the Repairing and preventive maintenance work of Air conditioners, water coolers, Air dryers, Air coolers, panel ACs, chiller units, ventilation plants and screw chiller related equipment's.
3. Supervision and guidance of the work will be carried out by SPM. Allotted work should be completed within given time limit.
4. The work has to be carried but under complete safety rules and regulations.
5. The period of work should be 12 months from date of award of contract.
6. Daily working hours will be 8 hours. However shift can be variable like A, B,C, G etc. as per requirement.
7. PPE should be provided by the firm and should be without PPE person should not enter factory premises.
8. Hired Technicians should work based on the requirement of SPM work.

Note:- Contractor should comply As per the contract labor laws and should provide labors 365 X 3 By complying weekly off. During weekly off of the labor contractor should provide alternative reliever should not exceed 365 X 3 = 1095 days.

11. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [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 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---