OFFICE OF THE TRANSPORT COMMISSIONER-CUM-CHAIRMAN STATE TRANSPORT AUTHORITY, ODISHA, CUTTACK

TENDER CALL NOTICE

Notice No: LXVI-27/2022...9310.... Date:30/06/2025

Bidders are invited for a Tender for Selection of Agency for Providing Manpower for the office of Transport Commissioner and Sub-Ordinate Offices by the office of Transport Commissioner for online submission latest by **21/07/2025**.

For details, please visit the websites <u>www.odishatransport.gov.in</u> and <u>www.gem.gov.in</u>.

> By the orders of Transport Commissioner, Odisha

Additional Commissioner Vransport (Admin.) STA, Odisha Cuttack



BID Ref. No.-LXVI-27/22/9310

Date:30/06/2025

GeM BID NO: GEM/2025/B/6338610 , Date:30/06/2025

EMD: Rs. 20,02,445/- (Rupees Twenty Lakhs Two Thousand Four Hundred Forty-Five only)

Tender Inviting Authority

Office of the Trasport Commissioner Transport State Transport Authority, Odisha, 6thFloor, Rajaswa, Bhawan, Cuttack – 753002 Email: ori_stalaw@yahoo.co.in

A. DISCLAIMER

The information contained in this Bid document or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Transport Commissioner Odisha, Cuttack, is provided to the Bidders on the terms and conditions set out in this BID and such other terms and conditions subject to which such information is provided.

This BID is not an agreement and is neither an offer nor invitation by the Transport Commissioner Odisha, to the prospective Bidders or any other person. The purpose of this BID is to provide interested Bidders with information that may be useful to them in the formulation of their bids. This bid includes statements, which reflect various assumptions and assessments arrived at by the Transport Commissioner Odisha, in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This BID may not be appropriate for all persons, and it is not possible for the Transport Commissioner Odisha to consider the objectives, and particular needs of each party who reads or uses this BID. The assumptions, assessments, statements and information contained in this BID may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this BID and obtain independent advice from appropriate sources.

Information provided in this BID to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Transport Commissioner Odisha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Transport Commissioner Odisha, its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this BID or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the BID and any assessment, assumption, statement or information contained therein or deemed to form part of this BID or arising in any way in this selection process.

The Transport Commissioner Odisha also accepts no liability of any nature whether resulting from negligence or otherwise, however caused or arising from reliance of any Bidder upon the statements contained in this BID. The Transport Commissioner Odisha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this BID.

The issue of this BID does not imply that the Transport Commissioner Odisha is bound to select a Bidder, as the case maybe, to provide the Services and the Transport Commissioner Odisha reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with

any demonstrations or presentations which may be required by the Transport Commissioner Odisha or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the Bidder and the Transport Commissioner Odisha shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the bid, regardless of the conduct or outcome of the selection process.

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Abbreviation	
	Description
EMD	Earnest Money Deposit
EPF	Employee Provident Fund
ESIC	Employee State Insurance Corporation
FY	Financial Year
GSTIN	Goods and Service Tax India Number
LOI	Letter of Intent
LoA	Letter of Award
LLP	Limited Liability Partnership
NDA	Non-Disclosure Agreement
NIT	Notice Inviting Tender
LCS	Least Cost Selection
BID	Request for Bid
DCA	Diploma in Computer Application
NDA	Non-Disclosure Agreement
ULB	Urban Local Body
	EPF ESIC FY GSTIN LOI LOA LLP NDA NIT LCS BID DCA NDA

C. DEFINITIONS

SI. No.	Terms	Definition
1.	Contract	Contract Agreement means the Agreement to be signed by the
	Agreement	Successful Bidder and STA, Odisha.
2.	Bidder	Bidder means any firm or group of firms or companies offering the
		service(s) asked for in the BID. The word bidder, when used in the
		pre-award period shall be synonymous with bidder, and when
		used after intimation of successful bidder shall mean the
		successful bidder, also called 'Vendor, Agency or Bidder', with
		whom STA, Odisha signs the Contract.
3.	Government	Government means the Government of India and Government of
		Odisha.
4.	Date of Completion	The Date of Completion is the date for completion of the contract
		or work set out in this BID document, or any subsequently
		amended by the STA, Odisha.
5.	Works	The Works shall mean the works to be executed in accordance
		with the contract or part(s) thereof as the case may be and shall
		include all extra or additional, altered works or temporary and
		urgent works as required for performance of the contract.
6.	SLA	The level of service and other performance criteria which will
		apply to the Services delivered by the successful bidder.
7.	Services	Services means the work to be performed by the Successful bidder
		pursuant to this Contract, as detailed in the Scope of Work.
8.	Rates/Prices	Rates/Prices means prices of supply of manpower quoted by the
		bidder in the Price Bid submitted by him and/or mentioned in the
		Contract.
9.	Party/Parties	Party means STA, Odisha or the bidder, as the case may be, and
		"Parties" means both of them.
10.	Successful Bidder	Successful Bidder means whose bid to perform the Contract has
		been accepted by STA, Odisha and is named as such in the Letter
		of Intent (LOI).

D. BID DATA SHEET

Details		
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STA, Odisha may extend this tender schedule for any other administrative reason. Applicant has to upload the bid document through the GeM portal and ensure the bid document is submitted before the closure of the bid. Tendering authority is not responsible for any delay.

1. SECTION I: LETTER OF INVITATION

1.1. Bid Notice

This bid document is being published by the Office of Transport Commissioner, Odisha for "**Tender** for Selection of Agency for Providing Manpotwer for the office of Transport Commissioner and Sub-Ordinate Offices." for a period of 1 year. Service Providers must have validly registered under the Home Department, Gov t. of Odisha.

These bid documents (non-transferable) for the above-mentioned work shall be issued from 13.06.2025 on STA's website specified in the Bid Datasheet. Bid document can be downloaded from the GeM portal specified in the Bid Datasheet. A bidder will be selected under **LCS** procedure as prescribed in the bid Document.

- 1. Interested bidders fulfilling eligibility conditions as mentioned in this bid can submit their bids through the GeM portal by uploading the relevant bid documents
- 2. The bid should be submitted in three parts as follows:
 - 1. Part 1: Pre-Qualification and Technical Bid
 - 2. Part 2: Financial Bid

Evaluation of the bids shall be made as per the evaluation criteria mentioned in the bid prior to opening of financial proposal.

Copy of the Bid (Pre-qualification documents, Technical evaluation documents and Financial bid) must be uploaded with all pages numbered serially, along with an index of submission. In the event, any of the instructions mentioned herein have not been adhered to, the Transport Commissioner Odisha may reject the Bid.

- 1. The bid, complete in all respect as specified in the bid Document, must be accompanied and a Refundable EMD of paid as prescribed in the bid failing which the bid will be rejected.
- 2. The last date and time for submission of bid, complete in all respects, is as per the Bidder Data Sheet and the date of opening of the technical bid is as mentioned in the Bidder Data Sheet, which will be done in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
- 3. This BID includes the following sections:
 - Letter of Invitation [Section-I]
 - Instruction to Bidders [Section-II]
 - Preparation and Submission of Bids [Section-III]
 - Evaluation of Bids [Section–IV]
 - Annexures [Section-V]
 [Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related to be provided]

While all information/data given in the bid are accurate within the consideration of scope of the proposed assignment to the best of the Transport Commissioner Odisha's knowledge. Transport Commissioner Odisha holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this BID. The Transport Commissioner Odisha reserves the right to accept/reject any /all bids/cancel the entire selection process at any stage without assigning any reason thereof.

1.2. Brief Scope of Work

The Transport Commissioner, Odisha, 6thFloor, Rajaswa Bhawan, Cuttack-753002 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Peon, Cleaning and sweeping staff and security guards on daily wage basis. Peon, Sweeper and Security guard must have passed 7th class and must be able to read, write & speak in Odia Language. The contract shall remain valid for a period of one year. The period of the contract may be further extended for 1 year as per existing terms and conditions based on the performance of the selected agency subject to approval of Transport Commissioner. The Transport Commissioner, however, reserves right to terminate contract at any time after giving one month's notice to the selected agency.

1.3 General Instructions

- 1. The Service Providers are required to enclose self-attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily rejected without any reason and no correspondence will be made in that regard.
 - a) Copy of the Professional Tax Registration of the Service Provider issued by the competent authority.
 - b) Copy of PAN card;
 - c) Copy of the Income Tax returns filed and Audit Certificates for last three consecutive financial years duly certified by the Chartered Accountant.
 - d) Copy of the Balance Sheet and Profit & Loss Account for last three consecutive financial years certified by the Chartered Accountant.
 - e) Copies of EPF, GST and ESIC registration certificates in Odisha.
 - f) Copy of the Labour License in Odisha under the Contract Labor (Regulation & Control) Act, 1970.
 - g) Certified extracts of the Bank Account containing transactions during last three consecutive years.
 - h) Experience certificate of providing security personnel and other manpower to Government Departments /PSUs/ other reputed agencies.
 - i) Evidence of availability of training facility and service equipment and gadget in the form of an undertaking.
 - An affidavit to the effect that no criminal case is pending with the police or before any court against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider has not been blacklisted.
 - k) Self-attested copy of certificate of registration by Home Department, Government of Odisha under Odisha Private Security Agencies Rule, 2009
 - I) Each page of copy of terms and conditions appended to Tender Document should be signed and sealed by the authorized person of the Service Provider in token of their acceptance.
- 2. Incomplete bids shall not be considered and will be summarily rejected.
- 3. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached duly signed by the authorized person. Amounts quoted in figure should also be written in words and in case of any discrepancy, amounts stated in words shall prevail. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, cuttings, if any, in the Technical Bid must be authenticated by the person authorized to sign bid.
- 4. The rate quoted by bidders shall not be less than minimum wage fixed/notified by the Government

of Odisha and shall include all statutory charges under labor laws. The Service provider shall be liable to deposit all statutory dues due under labor laws in respect of the manpower provided under the contract and the Government shall not be liable for any dues whatsoever for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up-to-date payment of EPF, GST, ESI and other admissible contributions.

- 5. The "Authority" reserves the right to reject all bids without assigning any reason.
- 6. The Service Provider should have its own Bank Account.
- 7. All documents submitted by bidders shall be consecutively numbered must bear dated signature of the bidder or authorized person on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized person. In case the tender document is signed by the authorized person, self-attested copy of the power of attorney/authorization must be enclosed along with bid.
- 8. The "Authority" reserves the right to call for any document in original including the bank account to verify the veracity of the documents submitted by bidder.

2. SECTION II: INSTRUCTION TO BIDDERS

2.1. General Information and Guidelines

- 1. All the bidders are requested to kindly go through the scope of work, time schedule and terms and conditions including all the provisions of this tender document and submit their bid accordingly.
- 2. Bidders shall provide all the information as per this tender document and in the specified formats.
- 3. The Successful Bidder will be selected through LCS method
- 4. Agency who meets the eligibility requirements in terms of this tender document are eligible to submit technical bid in response to this tender document.
- 5. No bidder shall submit more than one bid for the project.
- 6. Earnest Money Deposit (EMD) need to be submitted, without which tender will be considered as incomplete and shall be liable for rejection of the bid.
- 7. The successful bidder shall be required to, inter alia: (a) enter into the agreement, (b) adhere to the provisions of the agreement so entered into, and (c) implement the project in accordance with the terms and conditions of the said agreement.
- 8. This bid is governed by OGFR-2023 and GFR regulations. Bidders will be liable for punitive measures, including potential debarment, outlined in OGFR and GFR for any violations or failure to comply with GFR / OGFR as well as bid terms and conditions

2.2. Earnest Money Deposit (EMD)

- All bidders shall furnish, as part of its Pre-Qualification Bid, Earnest Money Deposit / Bid Security amounting to Rs. ₹ 20,02,445 (Rupees Twenty Lakhs Two Thousand Four Hundred Forty Five only). Bids without this Bid Security/EMD will be rejected.
- 2. Unsuccessful bidder's EMD will be discharged or returned within sixty (60) days after the expiration of the period of Bid validity prescribed.
- 3. The successful bidder's Bid security will be released upon the signing the Contract Agreement, and they should furnish the Performance Bank Guarantee (PBG) Security of 5% of the contract value and validity of which shall be six months after the contract period.

2.3. Eligible Bidders

- The bidders eligible for participating in the bidding process shall be a business entity incorporated under the Companies Act, 1956/2013 or LLP firm under LLP provisions 2008.
- The Bidders should have PSARA (Private Security Agency Regulation Act.) certificate.
- The bidder who has earlier been barred or blacklisted by STA, Odisha or Gol or any State Government or any other Government Entity in India from participating in any bidding process shall not be eligible to submit a bid, The bidder shall be required to furnish acceptance of this Bid as per format provided in Annexure -1.

2.4. Number of bids

Each bidder shall submit only one (1) bid in response to this tender document. Any entity, which submits or participates in more than one bid will be disqualified.

2.5. Verification of Documents

Transport Commissioner, Odisha reserves the right to verify all statements, information and documents submitted by the bidder in response to this bid document. Non verification of documents , statements and information furnished by the bidder shall not relieve the bidder of its obligations or liabilities hereunder to submit true and correct information, nor will it affect any rights of Transport Commissioner, Odisha.

2.6. Currency

The currency for the purpose of the bid shall be the Indian Rupee (INR).

2.7. Language of bid

The bid and all related correspondence exchanged between the bidder and the Transport Commissioner Odisha shall be written in the English language. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the bid, the translated version shall govern.

2.8. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid. The Transport Commissioner Odisha shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one bid under the selection process. Alternate bids are also not allowed.

2.9. Pre-bid Queries

Bidders can submit their queries in respect of the bid and other details if any to State Transport Authority, Odisha through e-mail at ori_stalaw@yahoo.co.in or upload the queries through the GeM portal till the timeline as per Bid Data Sheet. Clarifications to the above will be uploaded on the GeM portal against the bid reference number. All correspondence/ enquiries/ request for clarifications should be submitted in the format as specified in **Annexure 8** to the point of contact from STA, Odisha as specified in the Bid Datasheet in writing by e-mail (ori_stalaw@yahoo.co.in) or should have the following as subject:

Queries/Clarification regarding bid for

"<u>Tender for Selection of Agency for Providing Manpower for the office of Transport</u> <u>Commissioner and Sub-Ordinate Offices</u>"

Transport Commissioner, Odisha shall endeavour to respond to the queries raised or clarifications sought by bidders. However, Transport Commissioner, Odisha reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring Transport Commissioner, Odisha to respond to any query or to provide any clarification.

2.10. Validity of the Bid

The bid shall remain valid for a period of 180 (One hundred eighty days) from the date of opening of the technical bid. The Transport Commissioner Odisha reserves the right to reject a bid valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

2.11. Disqualification of bid

The bid is liable to be disqualified in the following cases as listed below:

- Bid submitted without EMD as applicable, shall be rejected, and the bidder shall be disqualified from this bid process.
- A bidder submits more than one Bid for this project, all such bids shall be rejected, and the bidder shall be disqualified from this bid process.
- Bid not submitted in accordance with the procedure and formats as prescribed in the bid.
- During validity of the bid, or its extended period, if any, the bidder increases his quoted prices
- Bid is received in incomplete form.
- Bid is not accompanied by all the requisite documents/information.

- A Financial proposal submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer.
- If the bidder provides any assumptions in the financial proposal or qualifies the Financial bid with its own conditions, such bids will be rejected even if the commercial value of such bid is the lowest/best value.
- Bid is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder) excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.
- Any other condition/situation which holds the paramount interest of the Transport Commissioner Odisha during the overall selection process.

2.12. Conflict of Interest

Conflict of interest exists in the event of:

- The bidder or any members and / or partners associated with the project shall hold the Transport Commissioner, Odisha interests' paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 2. Agency not to Benefit from Commissions, Discounts: The payment of the agency shall constitute the only payment in connection with this Contract or the Services, and the agency shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the agency shall use their best efforts to ensure that the personnel and agents or either of them similarly shall not receive any such additional payment during the entire project agreement period.
- 3. Prohibition of Conflicting Activities: The agency shall not engage, and shall cause their personnel, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 4. A bidder shall not have a conflict of interest that may affect the selection process of selection of agency for providing services of Manpower for the office of Transport Commissioner and RTO offices in Odisha. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Transport Commissioner, Odisha shall forfeit the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Transport Commissioner, Odisha for, inter alia, the time, cost and effort of Transport Commissioner, Odisha including consideration of such bidder's bid, without prejudice to any other right or remedy that may be available Transport Commissioner, Odisha hereunder or otherwise.
- 5. The bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with Transport Commissioner, Odisha. Additionally, such disclosure shall address all potential elements, which would adversely impact the ability of the bidder to complete the requirements as given in the bid.

2.13. Anti-corruption Measure

- 1. Any effort by Bidder(s) to influence the Transport Commissioner Odisha in the evaluation and ranking of financial bids, and recommendation for award of contract, will result in the rejection of the bid.
- 2. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged incorrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Transport Commissioner Odisha shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

2.14. Opening of the bid:

- 1. Bid must be submitted on or before the time and date stated in the Data Sheet.
- 2. Opening of Bid will be done at place specified in Bid Data Sheet.
- 3. The Financial bid of bidders will be opened who qualify in technical evaluation as per bid's terms and conditions. The date of opening of financial bid will be notified later.

3. SECTION III: PREPARATION AND SUBMISSION OF BIDS

- **3.1.** Preparation and Submission of bid:
- Detail bid may be downloaded from the GeM portal and the Application should be submitted in online mode through the GeM portal against the respective GeM bid number or before the last date of submission mentioned in the bidder data sheet.
- 2. The bid should be submitted through the GeM portal before the last date of submission of the bid
- 3. Evaluation of the bids shall be made as per the evaluation criteria mentioned in the bid prior to opening of financial bid.
- 4. Each page should be page numbered and in confirmation to the eligibility qualifications and clearly indicated using an index page.

Any deviation from the prescribed procedures/information/formats/conditions shall result in outright rejection of the bid. All the pages of the bid must be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be outrightly rejected.

3.2. Bid submission Due Date

- 1. The bid should be submitted online on or before the bid submission due date mentioned in the Bid Datasheet in the manner and form as detailed in this bid document.
- 2. Transport Commissioner, Odisha may extend the bid submission due date by issuing an Addendum in accordance with Clause 3.3.

3.3. Modification and Withdrawal of bid

- The bidder may modify, substitute or withdraw its bid after submission, provided that written notice of the modification, substitution or withdrawal is received by Transport Commissioner, Odisha prior to the bid submission due date. No Bid shall be modified, substituted or withdrawn by the bidder on or after the bid due date.
- The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 3.3 with the envelopes being additionally marked "Modification", "Substitution" or "Withdrawal" as appropriate.
- 3. Any alteration/modification in the bid or additional information supplied subsequent to the bid submission due date, unless the same has been expressly sought for by Transport Commissioner, Odisha, shall be disregarded.

3.4. Termination of Bid Process

- 1. Transport Commissioner, Odisha may terminate the bid process at any time without assigning any reason. Transport Commissioner, Odisha makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 2. This bid document does not constitute an offer by Transport Commissioner, Odisha.

3.5. Clarifications Sought by Transport Commissioner, Odisha

- 1. To assist in the process of evaluation of bids, Transport Commissioner, Odisha may, at its sole discretion, ask any bidder for any clarification with respect to its bid submission.
- 2. The request for clarification and the response shall be communicated by email or through GeM only.
- 3. The bidder in such cases would need to provide the requested clarification/ documents promptly and within such timeframe as specified by Transport Commissioner, Odisha.
- 4. No change in the substance of the bid would be permitted by way of such clarifications.

3.6. Amendment of the bid Document

At any time before submission of bids, the Transport Commissioner, Odisha may amend the bid by issuing an corrigendum/addendum at https://gem.gov.in. Any such corrigendum/addendum will be binding on all the bidders. To give bidders reasonable time in which to take an corrigendum/addendum into account in preparing their bids, the Transport Commissioner, Odisha may, at its discretion, extend the deadline for the submission of the bids.

3.7. Bid Termination

The Transport Commissioner, Odisha reserves the right to accept or reject any bid, and to annul or amend the bidding /selection / evaluation process and reject all bids submitted at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

4. SECTION IV: EVALUATION OF BID

4.1. Evaluation of bid

- 1. The evaluation of bids shall be done on Least Cost Selection (LCS) method, where the bidders getting more than 60 marks in the technical evaluation would be qualified for financial bidding.
- 2. The bids shall be evaluated by STA, Odisha. STA, Odisha may appoint any external agency/consultants to assist it in evaluation of the bids submitted by the bidders.
- 3. The evaluation of the bids shall be carried out in the following stages:
 - a. Stage I Evaluation of Eligibility documents (Pre-qualification) of the bidders.
 - **b.** Stage II Evaluation of Technical bids submitted by the bidders who have qualified in "Stage I" evaluation.
 - c. Stage III Opening of financial bids of the bidders who have qualified in "Stage II" evaluation.
- 4. In each stage of evaluation, the respective bids shall be first checked for responsiveness with the requirements of this bid document. STA, Odisha reserves the right to reject the bid of a bidder if the contents of the bids submitted are not substantially responsive with the requirements of this bid document.
- 5. In Stage I & II of bid Evaluation, the bids submitted by the bidders shall be checked for EMD, Tender Fee, meeting the eligibility qualification criteria specified in this bid document and other technical criteria set out in this bid document. Bidder securing at least 60 marks out of 100 marks shall only be eligible for opening of financial bid.
- 6. In **Stage III**, the financial bid of the bidders who have qualified in the **Stage II** Technical Evaluation would be opened and evaluated followed by Reverse Auction as per the criteria set out in this bid document.

4.2. Evaluation of Pre-Qualification Criteria

Before opening and evaluation of the Technical bid, Bidder's eligibility qualification would be evaluated to assess their compliance to the following pre-qualification criteria. Bidder failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the "**Stage I**" level.

The eligibility qualification bid of the bidder's shall be evaluated for meeting the Pre-qualification criteria based on the parameters listed below:

SI. No.	Basic Requirement	Qualification Criteria	Documents to be submit	
1.	Legal Entity	 The bidders should be: a) A company registered under the Indian Companies Act, 1956/2013 or Partnership firm under LLP provisions 2008, b) Should be registered with GST 	 Certification of incorporation Partnership Deed in case of partnership firm and Articles of Association in case of limited company. Certificate of Registration for GST. 	
2.	Annual Turnover	The bidders must have an average annual turnover generated from supply of similar category of manpower (in any Central/ State Government Department or Central/State Public Sector Units	 Audited Financial Statements for last 3 financial years of Bidders Certificate from the Statutory Auditor / Chartered Accountant clearly specifying the average annual turnover of the Bidder for 	

Table-1: Pre-Qualification Criteria:

3.	Net Worth	(PSUs) or any other Government (Central / State/ PSU/ ULBs/Smart Cities) in India of at least Rs. 10 Crores during the last three completed financial years (FY 2021- 22, FY 2022-23, FY 2023-24). Bidder must have positive net worth	 the specified years with valid UDIN number Financial Statement as per Annexure 4. Certificate from the Statutory
		for each of the last three (3) audited financial years (FY 2021-22, FY 2022- 23, FY 2023-24).	 Auditor / CA clearly specifying the net worth of the firm. Audited and Certified Balance Sheet and Profit/Loss Account for the last three Financial Years should be enclosed Financial Statement as per Annexure-4 In case Chartered Accountant certificate is submitted the said certificate also needs to be counter signed authorized signatory of the bidder.
4.	Experience of bidders	The bidders should have provided services of similar category of manpower (in any Central/ State Government Department or Central/State Public Sector Units (PSUs) or any other Government (Central / State/ PSU/ ULBs/Smart Cites) in India in last five (5) years on the within due date of bid submission	 Work Order Copy Copy of Completion certificate and ongoing projects Case study as per provided format in Annexure-5 and Annexure-6
5.	Non- Blacklisted Undertaking	Declaration by the bidders confirming that they have not been blacklisted by any Central / State Government Department or Central/State Public Sector Undertakings (PSUs) or any other Government (Central / State / PSU/ ULBs/Smart Cites) Organization in India as on bid due date of bid submission.	Self-declaration by the bidder signed by the authorized signatory
6.	Power of Attorney	Registered Power of Attorney in favor of person who has signed the Tender documents.	Bidder's Authorization Certificate (Must be on Non-Judicial Stamp Paper of Rs. 100)
7.	EMD	EMD as specified in Bid Datasheet	In form of DD drawn from any nationalized / scheduled commercial bank in favour of Transport Commissioner, Odisha, payable at Cuttack.
8.	Additional Documents	 Valid PAN Number Income Tax Return for (FY 2021-22, FY 2022-23, FY 2023-24). 	Copy to be enclosed.

9.	PSARA	The Bidders should have PSARA	Relevant certificate copy needs to be	
	Certification	certificate	attached which is valid on due date	
			of submission.	
10.	The Bidders sh	ould have Labor License in Odisha	Copy of Labour License certificate in	
			Odisha to be enclosed	
11	The Bidders should have PAN Number, Goods and		Copy to be enclosed	
	Services Tax Id	entification Number (GSTIN)		
12.	ISO certificatio	n	Relevant certificate copy needs to be	
			attached	
13.	The Bidders should have EPF Registration Number		Copy to be enclosed	
14.	The Bidders should have ESI Registration Number		Copy to be enclosed	

Note:

- Only those bidders who meet all the above criteria shall be considered for further evaluation of their technical bid.
- **Change in Eligibility Criteria**: If there is a change in the status of the bidder with reference to any of the eligibility criterion specified above, during the bid process till the award of the project, the bidder shall immediately bring the same to the notice of STA, Odisha. STA, Odisha reserves right to take necessary action as it deems fit in such cases.
- The bidder shall be disqualified, and its bid shall be rejected if any details related to financial bid are provided in this packet.

4.3. Evaluation of Technical bid

The Technical bid will be opened for those bidders who are qualified in the pre- qualification round. The STA, Odisha or its designated agencies/committee will evaluate the technical bid of the bidders on the basis of their responsiveness to this bid document.

4.4. Evaluation Parameter for Technical bid

The Technical bid of the Bidder will be analysed and evaluate, and the technical score (TS) shall be assigned to each bid based on following evaluation matrix.

The financial bid will be opened for those bidders who will secure more than 60 marks in the technical evaluation process. The **Technical Bids** of the bidders shall be evaluated based on the parameters listed in the table below:

4.5.	Table-2:	Technical	Qualification	Criteria:
			quantitioneron	

SI. No.	Qualification Criteria	Section Marks	Documents to be submit
1.	Company Competency: Minimum 5 years of Experience of the bidder in supplying manpower services with basic computer knowledge with for any Central/State Government or Public Sector Undertakings (PSUs) Organization in India / Odisha. • >=5 year and <= 7 years: 6 Marks	10	Work Order/ Authority Certificate/Agreement Copies/ Completion Certificate clearly indicating the scope of work and year.
	 >= 7 years and <= 10 years: 8 Marks >= 10 years and above: 10 Marks 		
2.	The bidders must have an average annual turnover generated from supply of similar category of manpower (in any Central/ State Government Department or Central/State Public Sector Units (PSUs) or any other Government (Central / State/	30	 Audited Financial Statements for last 3 financial years of Bidder

SI. No.	Qualification Criteria		Section Marks	Documents to be submit
	PSU/ ULBs/Smart Cities) in India of at least Rs. 10 Crores during the last three completed financial years (FY 2021-22, FY 2022-23, FY 2023-24).			 Certificate from the Statutory Auditor / Chartered Accountant
	Turnover	Marks Allocated		with valid UDIN number clearly specifying the
	More than Rs. 14 Crores	30		average annual turnover of the Bidder for the
	> Rs. 12 Crore to <= Rs.14 Crore	25		specified years.
	>= Rs. 10 Crore to <= Rs.12 Crore	20		 Financial Statement as per
				Annexure-4.
3.	The bidder must have a positive aver during the last three completed fina 2021-22, FY 2022-23, FY 2023-24).	ancial years (FY		 Certificate from the Statutory Auditor / CA clearly specifying the net
	Average Net worth of last 3 financial years	Marks Allocated		worth of the firm.Audited and Certified
	> Rs. 3 crores	10		Balance Sheet and
	> Rs. 2 crores <= Rs. 3 crores	6		Profit/Loss Account of last
	>Rs. 1 Crore <= Rs. 2 crores	4		three Financial Years should be enclosed
				 Financial Statement as per Annexure-4.
4.	 The bidders should have supplied similar category of manpower (in any Central/ State Government Department or Central/State Public Sector Units (PSUs) or any other Government (Central / State/ PSU/ ULBs/Smart Cities) in India in last five (5) years on the within due date of bid submission. >450 number of manpower = 30 marks >400 numbers of manpower and <=450 number of manpower = 25 marks >= 350 numbers of manpower and <=400 number of manpower = 20 marks Similar category of manpower: Security guard, Peon, Sweeper 		30	 Work Order Copy Case study as per provided Annexure-5 and Annexure-6
5.	If bidder supplied similar category of Manpower for any Govt. Department/ PSUs/ ULBs/Smart Cities in Odisha. More than 3 (Three) projects: 20 marks 2 (two) projects: 15 marks 1 (one) project: 10 marks		20	 Work Order Copy Case study as per provided Annexure-5 and Annexure-6

The bidder must submit all certified and authenticated documentary proof for meeting the qualification criteria and technical qualified bidders shall be considered for opening of their Financial bid. Technically qualified bidders have no right to claim for award of the work. STA, Odisha reserves the right to cancel or award the work to any party/Bidders.

4.6. Opening of Financial bid

In this stage, the financial bid of the bidder, who are technically qualified after Technical Qualification shall be opened.

- The price bid shall be evaluated on the basis of the composite price bid Value, as per format mentioned in this bid.
- All the prices are to be entered in Indian Rupees only.
- The bidder quoting the least amount in the financial bid would be awarded the contract
 - Tiebreaker: In case multiple bidders quote the same lowest price, new L1 would be executed by the GeM system.

4.7. Financial bid Format

- Rates/Prices means prices of supply of manpower quoted as per Annexure-9: Price Bid Format
- Prices quoted by the bidder shall remain firm during the entire contract period and not subject to variation on any account including due to change in any taxes etc. Service charges of service provider shall not be less than the amount / percentage fixed by the Finance Department, Government of Odisha.

4.8. Notification

On declaration of successful bidder by Transport Commissioner, Odisha, shall issue Letter of Intent (LOI) to Successful bidder. Within 1 week from date of receipt of LOI from Transport Commissioner, Odisha Successful bidder shall be required to submit Letter of Acceptance.

4.9. The Transport Commissioner, Odisha Right to Accept or Reject bid

Transport Commissioner, Odisha reserves the right to accept or reject any bids, and to annul the bidding process and reject all bids at any time prior to Award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Transport Commissioner, Odisha action. If bids received are deemed as exceptionally unreasonable as the prevailing market rates, Transport Commissioner, Odisha may reject all the bids or annul the bidding process.

4.10. Confidentiality

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the bidders who submitted the bids or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any personal of confidential information related to the process may result in rejection of its bid and may be subject to the provisions of the Transport Commissioner, Odisha, anti-fraud and corruption policy.

4.11. Acknowledgment of Letter of Intent (LOI)

- 1. On declaration of successful bidder by Transport Commissioner, Odisha, shall issue the Letter of Award (LoA) to successful bidder.
- 2. Within seven (7) days from the date of issue of the LOI, the successful bidder shall accept the LOI and shall be submit Letter of Acceptance.
- 3. The successful bidder shall execute the Agreement within fifteen (15) days of the date of issue of LOI or within such other period as may be communicated by Transport Commissioner, Odisha and furnishing of Performance Security by the successful bidder.
- 4. Transport Commissioner, Odisha may notify other bidders that their bids have been unsuccessful and Bid Security Declaration is valid till the signing of the Contract with the successful bidder.

4.12. Signing of Contract

1. Transport Commissioner, Odisha notification to the successful bidder by way of Letter of Intent, the acceptance of the LOI through the Acceptance Letter (LoA) by the Bidder, Transport Commissioner, Odisha and the successful bidder shall execute the Contract Agreement and other

agreements, Successful bidder shall also submit Performance Security within fifteen (15) days of date of Letter of Intent (LOI).

- 2. Signing of Contract shall include Contract Agreement, Non-Disclosure Agreement etc. as per the requirements of Transport Commissioner, Odisha.
- 3. Failure of the successful bidder to furnish the Performance Security or execute the Agreement within the prescribed time shall cause the appropriate action against the successful bidder.
- 4. The successful bidder shall be liable to indemnify Transport Commissioner, Odisha for any additional cost or expense, incurred on account of failure of the successful bidder to execute the Agreement.
- 5. Notwithstanding anything to the contrary mentioned above, Transport Commissioner, Odisha at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the successful bidder, provided the same is Bonafide.

4.13. Performance Bank Guarantee (PBG)

Within 15 working days of notifying the acceptance of a bid for award of contract, the successful bidder shall have to furnish a Performance Security as defined in this bid. Failure to comply with the terms and conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the Performance Security. The Performance Security shall be released after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Security.

4.14. Confidentiality and Non-Disclosure Agreement

All the material / information shared with the bidder during the course of bidding process as well as the subsequent resulting engagement following this process with the successful bidder, whether shared by Transport Commissioner, Odisha or any other authority or generated during the project period, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. Each manpower (Sweeper, Security Guard, Peon etc.) of the successful bidder associated with this project will have to sign the Non-Disclosure Agreement with the Successful Bidder. The Successful Bidder shall in turn sign Non-Disclosure Agreement (NDA) with Transport Commissioner, Odisha.

4.15. Forfeiture of Bid Security/ EMD

The Bid security may be forfeited either in full or in part, at the discretion of Transport Commissioner, Odisha, on account of one or more of the following reasons:

- The bidder withdraws his bid during the period of bid validity specified in Bid Datasheet.
- The bidder fails to co-operate in the bid evaluation process or not abiding to guidelines issued by Transport Commissioner, Odisha time to time.
- If the bid or its submission is not in conformity with the instruction mentioned herein.
- If the bidder violates any of the provisions of the terms and conditions of the bid.
- If the bidder is non-responsive or does not provide appropriate response to any clarification sought by Transport Commissioner, Odisha within the stipulated time during bid evaluation.
- In the case of a successful bidder fails to (a) accept award of work, (b) sign the Contract Agreement with Transport Commissioner, Odisha, after acceptance of communication on placement of award, (c) furnish performance security
- The bidder violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of Transport Commissioner, Odisha in timely finalization of this tender.

- The decision of Transport Commissioner Odisha, regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances.
- A default in any such case may also involve blacklisting of the bidder also by Transport Commissioner, Odisha.

5. SECTION V: ANNEXURES

5.1. Annexure 1: Acceptance Letter

Τo,

The Transport Commissioner, 6th Floor, Rajaswa Bhawan, Cuttack-753002

Sub: Acceptance of Terms & Conditions of Tender

Bid Ref. No: _____

Sub: Tender for Selection of Agency for Providing Manpower for the office of Transport Commissioner and Sub-Ordinate Offices.

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely "Tender for Selection of Agency for Providing Manpower for the office of Transport Commissioner and Sub-Ordinate Offices" as per your advertisement, given in the above mentioned website(s).

I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), Terms and Conditions etc.,), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by your Transport Commissioner, Odisha, if any, too have also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.

In case any provisions of this tender are found violated, Transport Commissioner, Odisha shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Transport Commissioner, Odisha in satisfaction of this condition.

Authorized Signatory:

Name:	
Designation:	
Membership Nu	umber:
Place:	
Date:	
Stamp:	

5.2. Annexure 2: Format for Certifying Non-Blacklisting (On the Letterhead of the bidder)

Τo,

Date: _____

The Transport Commissioner, 6th Floor, Rajaswa Bhawan, Cuttack-753002

We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this declaration, we shall intimate Transport Commissioner, Odisha of such blacklisting.

Authorized Signatory:

Name:
Designation:
Membership Number:
Place:
Date:
Stamp:

5.3. Annexure 3: Format for Power of Attorney for Signing of Bid (On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we _______ < name and address of the registered office> do hereby constitute, appoint and authorize Mr. /Ms. ________<name and residential address> who is presently employed with us and holding the position of ________ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for Providing Services of Manpower for the office of Transport Commissioner and subordinate offices by Service Provider, Odisha including signing and submission of all documents and providing information / responses to State Transport Authority, Odisha representing us in all matters before Transport Commissioner, Odisha, and generally dealing with Transport Commissioner, Odisha in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For
(Signature) (Name, Title and Address)

Accepted (Signature) (Name, Title and Address of the Attorney)

NOTE:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- In case the Application is signed by a Partner / authorized director of the applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

5.4. Annexure 4: Format for Financials from Statutory Auditors of the bidder (On the Letterhead of the bidder)

Τo,

The Transport Commissioner, 6th Floor, Rajaswa Bhawan, Cuttack-753002

Ref: Bid No.: <*GeM reference no.*> Dated: <*Date of issue of bid*> GeM for "Tender for Selection of Agency for Providing Manpower for the office of Transport Commissioner and Sub-Ordinate Offices."

Financial Year	Total Turnover	Net Worth
2021-22 (Audited)		
2022-23 (Audited)		
2023-24 (Audited)		
Average for last three		
financial years		

Note: Bidder shall attach the Supporting Document for Reference for the above mentioned FY, year wise turnover and Net worth.

Authorized Signatory:

Name: Designation: Membership Number: Place: Date: Stamp:

5.5. Annexure 5: Project Datasheet

(On the Letterhead of the bidder)

The Bidders to provide information for each project in support of the eligibility and technical evaluation criteria, in the format below:

Sl. No.	Item	Details
1.	Name of the work	
2.	Name of the Client	
3.	Brief Description of work	
4.	Total Value of the contract	
5.	Project Start Date	
6.	Project Completion Date	
7.	Client contact person: name, email, phone, fax, address	
8.	Number of Peon/Security guard/Sweeper/	
	Peon supplied	

Note: For each project experience claimed, fill a separate Project Data Sheet

Authorized Signatory:

Name:

Designation:

Membership Number:

Place:

Date:

Stamp:

5.6. Annexure 6: Format for Bidder Experience

(On the Letterhead of the bidder)

Τo,

The Transport Commissioner, 6th Floor, Rajaswa Bhawan, Cuttack-753002

Ref: Bid No.: <*GeM bid number>* Dated: <*Date of issue of bid>* Tender for Selection of Agency for Providing Manpower for the office of Transport Commissioner and Sub-Ordinate Offices."

SI. No.	Name	Name of authorized person from Client	Email ID and Contact Number of Authorized Person	Total Contract Value in INR	Start Date	End Date	Type of Manpower Provided	Nos. of Manpower
Eg.	XYZ	Mr. Abc	<u>abc@xyz.com</u>	50	15 th	Completed	Manpower's	100
	Department	Xyz	+91 XXXXXXX	Lakhs	Jan	on	Detail	
					2022	14 th Jan		
						2025		
1.								
2.								
3.								
4.								

Note: Bidder shall attach the Supporting Document for Reference for the above mentioned experience

I / We declare that all the above information is correct and best of my / our knowledge. I / We understand that the Transport Commissioner, Odisha may cross verify any and all information provided above and any false representation, or false information provided may be liable for action as deem fit to the Transport Commissioner, Odisha under relevant act / rules, or as per bid Terms and Conditions, including but not limited to disqualification of Bid / withdrawal of LOI or Termination of contract and Performance security forfeited, whichever is applicable.

Authorized Signatory:

Name:
Designation:
Membership Number:
Place:
Date:
Stamp:

5.7. Annexure 7: Earnest Money Deposit (EMD) Format

Τo,

The Transport Commissioner, 6th Floor, Rajaswa Bhawan, Cuttack-753002

Dear Sir,

In response to your invitation to respond to your "Tender for Selection of Agency for Providing Manpower for the office of Transport Commissioner and Sub-Ordinate Offices." M/s having their registered office at (hereinafter called the 'Bidder') wish to respond to the saidbid for self and submit the bid for as per terms and conditions listed in the bid document.

Whereas the 'Bidder' has submitted the bid in response to bid, we, the _____Bank having our head office ______hereby irrevocably guarantee an amount of Rs._____/- (Rupees) as earnest money deposit as required to be submitted by the 'Bidder' as a condition for participation in the said process of bid.

The earnest money deposit for which this guarantee is given is liable to be enforced/ invoked: 1. If the Bidder withdraws his bid during the period of the bid validity; or 2. If the Bidder, having been notified of the acceptance of its bid by the Transport Commissioner,Odisha during the period of the validity of the bid fails or refuses to enter into the contract in accordance with the Terms and Conditions of the bid or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on a written demand to Transport Commissioner, the said amount of Rupees _____/-only without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and we shall pay the amount on any Demand made by Transport Commissioner which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <*Amount in Figures*> (*Rupees* <*Amount in words*> only)

II. This Bank Guarantee shall be valid up to < Insert Date>

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before *<insert date>* failing which our liability under the guarantee will automatically cease.

(Authorized signatory of the Bank)

Seal: Date

5.8. Annexure 8: Format of Pre-Bid Queries

Τo,

The Transport Commissioner, 6th Floor, Rajaswa Bhawan, Cuttack-753002

Subject: Tender for Selection of Agency for Providing Manpower for the office of Transport Commissioner and Sub-Ordinate Offices."

Sir,

We hereby submit our request for clarifications / suggestions on the provisions of the above-referred BID document, as per the following:

Sl. No.	BID Clause No.	BID Page No.	Content of BID required Clarification	Query / Suggestion	
1.					
2.					
3.					
•					
n					

Signature: Name: Designation: Contact Details: Address: Date:

5.9. Annexure 9: Price Bid Format

Τo,

The Transport Commissioner, 6th Floor, Rajaswa Bhawan, Cuttack-753002

Sub: Price Bid for Tender for Selection of Agency for Providing Manpower for the office of Transport Commissioner and Sub-Ordinate Offices."

Having gone through the BID document and having fully understood the Scope of Manpower; we are pleased to quote the following Monthly Rate for the proposed Manpower:

Manpower Category	No. of Manp ower	Wages per day	Wages per month (except February)	EPF per month (13%)	ESI per month (3.25%)	Sub Total	Service provider charges per head per month	Grand Total
A	В	С	D = (C * Total working days)	E	F	G = (D+E+F)	Н	I = (G+H) * B
Security Guard	227	512	13,312.00	1,730.56	432.64			
Peons	49	462	12,012.00	1,561.56	390.39			
Sweeper	85	462	12,012.00	1,561.56	390.39			
Total Monthly Rate in Figures- INR								
Total Monthly Rate in Words- INR:								

- 1. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
- 2. GST payable shall be as per Applicable Rules over the Rate quoted.
- 3. Any discrepancies between Figures and Words, Words shall prevail.
- 4. The applicable man month rate would be considered for any additional requirement of resources.
- 5. All the prices mentioned in our bid document are in accordance with the terms as specified in the bid document. All the prices and other terms and conditions of this bid are valid for a period of 180 calendar days from the bid due date.
- 6. We further confirm that the prices stated in our bid are fixed for the tenure of the contract and are in accordance with terms of the bid document
- 7. This Financial bid covers remuneration for all personnel cost, all incidental manpower expenses.
- 8. The Financial bid is without any condition.

Signature of Bidder Name of the Authorised Signatory (With Stamp of the bidder)

Place: _____

5.10. Annexure 10: Performance Bank Guarantee Format

Τo,

The Transport Commissioner, 6th Floor, Rajaswa Bhawan, Cuttack-753002

WHEREAS:

A. ______ ("Selected agency") and [Transport Commissioner, Odisha ("Purchaser") have entered into an agreement dated ______ (the "Agreement") whereby the Selection of Agency for Providing Manpower for the office of Transport Commissioner and Sub-Ordinate Offices", subject to and in accordance with the provisions of the Agreement.

B. The Agreement requires the selected agency to furnish a Performance Security to STA, Odisha in a sum of Rs. ______ (Rupees ______) (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement (as defined in the Agreement).

C. We, ______, through our branch at ______ [address], (the "**Bank**") have agreed to furnish this Performance Guarantee.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Selected Agency's obligations under and in accordance with the Agreement, and agrees and undertakes to pay to Transport Commissioner, Odisha, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Selected Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as Transport Commissioner, Odisha shall claim, without Transport Commissioner, Odisha being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 2. A letter from Transport Commissioner, Odisha, under the hand of its authorized signatory, that the Selected Agency has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that Transport Commissioner, Odisha shall be the sole judge as to whether the Selected Agency is in default in due and faithful performance of its obligations under the Agreement and its decision that the Selected Agency is in default shall be final, and binding on the Bank, notwithstanding any differences between Transport Commissioner,, Odisha and the Selected Agency, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Selected Agency for any reason whatsoever.
- 3. In order to give effect to this Guarantee, Transport Commissioner, Odisha shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Selected Agency

and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

- It shall not be necessary, and the Bank hereby waives any necessity, for Transport Commissioner, Odisha to proceed against the Selected Agency before presenting to the Bank its demand under this Guarantee.
- 5. Transport Commissioner, Odisha shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Selected Agency contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by Transport Commissioner, Odisha against the Selected Agency, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to Transport Commissioner, Odisha, and the Bank shall not be released from its liability and obligation under these presents by any exercise by Transport Commissioner, Odisha of the liberty with reference to the matters aforesaid or by reason of time being given to the Selected Agency or any other forbearance, indulgence, act or omission on the part of Transport Commissioner, Odisha or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- 6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by Transport Commissioner, Odisha in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Selected Agency under the Agreement.
- 7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until ______(mention date based on the period of validity of the Performance Guarantee as per the BID) and unless a demand or claim in writing is made by Transport Commissioner, Odisha on the Bank under this Guarantee during its validity, after such date, all rights of STA, Odisha under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- 8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of Transport Commissioner, Odisha in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of Transport Commissioner, Odisha that the envelope was so posted shall be conclusive.

Tender for Selection of Agency for Providing Manpower for the office of Transport Commissioner and Sub-Ordinate Offices

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect till ______ (mention date based on the period of validity of the Performance Guarantee as per the BID) or until it is released earlier by Transport Commissioner, Odisha pursuant to the provisions of the Agreement.

11. Signed and sealed this _____ day of _____, 2021 at _____

SIGNED, SEALED AND DELIVERED For and on behalf of the BANK by:

(Signature) (Name) (Designation) (Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

END OF THE DOCUMENT_____





बिड संख्या/Bid Number[:] GEM/2025/B/6338610 दिनांक /Dated: 30-06-2025

बिड दस्तावेज़ / Bid Document

बिड वि	वरण∕Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-07-2025 19:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-07-2025 19:30:00		
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Odisha		
विभाग का नाम/Department Name	Commerce And Transport Department Odisha		
संगठन का नाम/Organisation Name	Transport Commissioner-cum-chairman,state Transport Authority,cuttack		
कार्यालय का नाम/Office Name	Odisha		
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard , Manpower Outsourcing Services - Minimum wage - Unskilled; Middle School; Others		
अनुबंध अवधि /Contract Period	1 Year(s)		
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	1000 Lakh (s)		
उर्न्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)		
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	Νο		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	Νο		
भागीदारी केवल सीपीएस/डीपीएसयूई विक्रेता तक सीमित/ Participation restricted to CPSE/DPSU seller	Yes (This bid is reserved for participation only by CPSE/DPSU sellers and hence CPSE/DPSU sellers will be exempted from payment of Transaction charges)		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		

बिड वि	वरण/Bid Details
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य /Estimated Bid Value	66748197
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

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	2002445

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ 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 securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

STA

ODISHA, Commerce and Transport Department Odisha, Transport Commissioner-cum-Chairman, State Transport Authority, Cuttack,

(Transport Commissioner, Odisha)

विभाजन/Splitting

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	Νο
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 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.
 Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in

support of having provided services during each of the Financial year.

3. 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price Bid - <u>1749734683.xlsx</u>

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act: $\underline{1749734568.pdf}$

Scope of work & Job description:<u>1751287876.pdf</u>

This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
TQ1: Company Competency:	10	6	<u>View file</u>	Yes
TQ2: Average annual turnover:	30	20	<u>View file</u>	Yes
TQ3: Positive average Net Worth	10	4	<u>View file</u>	Yes
TQ4: Project Experience (bidders should have supplied similar category of manpower)	30	20	View file	Yes
TQ5: Project Experience in Odisha	20	10	<u>View file</u>	Yes

Total Minimum Passing Technical Marks: 60

Pre Bid Detail(s)

	भिन्नता खंड दस्तावेज़/Pre-Bid e and Time	प्री-बिड स्थान/Pre-Bid Venue
07-0	7-7075 10.00.00	Location: Conference Hall, office of Transport Commissioner, Odisha, 7th Floor, Rajaswa Bhawan, Cuttack - 753002.

Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others (49)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification मूल्य/ Values					
कोर / Core					
Skill Category	Unskilled				
Educational Qualification	Not Required				
Type of Function	Others				
List of Profiles	Office Peon				
Specialization	Not Required				
Post Graduation	Not Required				
Specialization for PG	Not Applicable				
Experience	0 to 3 Years				
State	NA				
Zipcode	NA				
District NA					
एडऑन /Addon(s)					
अतिरिक्त विवरण /Additional Details					

विवरण/ Specification	मूल्य/ Values
Designation	Peon

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Rabindra Nath Nayak	753002,at- rajswa bhawan , near high court chandini chowk	49	 Minimum daily wage (INR) exclusive of GST : 462 Bonus (INR per day) : 0 EDLI (INR per day) : 0 EPF Admin Charge (INR per day) : 60.06 Optional Allowances 1 (INR per day) : 0 Optional Allowances 2 (INR per day) : 0 Optional Allowances 3 (INR per day) : 0 Optional Allowances 3 (INR per day) : 0 Estimated Number of Overtime Hours per Resource per Month : 0 Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 ESI (INR per day) : 15.02 Provident Fund (INR per day) : 0 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 12

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential;

Unarmed Security Guard (227)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values			
कोर / Core				
Type of Establishment / Area Office/Commercial/Institutions/ Residentia				
Category of Profile	Unarmed Security Guard			
Category of Skills	Semi skilled			
Gender	Male			
Duty Hours in a day	8			
Qualification	High School			
Ex Servicemen	No			
Age Limit	Up to60 years			
Years of Experience	0 – 3 years			
Additional Requirements for the Security Personnel	undefined			

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Rabindra Nath Nayak	753002,at- rajswa bhawan , near high court chandini chowk	227	 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 12 Basic Pay (Minimum daily wage) : 512 Provident Fund (INR per day) : 0 EDLI (INR per day) : 0 ESI (INR per day) : 16.64 EPF Admin charge (INR per day) : 66.56 Bonus (INR per day) : 0 Optional Allowance 1 (in Rupees) : 0 Optional Allowance 2 (in Rupees) : 0 Optional Allowance 3 (in Rupees) : 0

Manpower Outsourcing Services - Minimum Wage - Unskilled; Middle School; Others (85)

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/ Specification		मूल्य/ Values			
एडऑन /Ad	एडऑन /Addon(s)				
	अतिरिक्त विवरण /Additional Details				
Designatio	Designation Sweeper				
	भतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents गरेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity				
प्रेषिती/रिपोर्टिंग क्र.सं./S.N परेषिती/Consignee पता/Address संसाधनों की मात्रा अधिकारी /Consignee पता/Address				अतिरिक्त आवश्यकता /Additional Requirement	

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Rabindra Nath Nayak	753002,at- rajswa bhawan , near high court chandini chowk	85	 Minimum daily wage (INR) exclusive of GST : 462 Bonus (INR per day) : 0 EDLI (INR per day) : 0 EPF Admin Charge (INR per day) : 15.02 Optional Allowances 1 (INR per day) : 0 Optional Allowances 2 (INR per day) : 0 Optional Allowances 3 (INR per day) : 0 Optional Allowances 3 (INR per day) : 0 Estimated Number of Overtime Hours per Resource per Month : 0 Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 ESI (INR per day) : 60.06 Provident Fund (INR per day) : 0 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 12

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

1. Generic

OPTION CLAUSE: 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, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

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. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

अस्वीकरण/Disclaimer

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 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. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 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.
- 15. 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.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. 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 catalogs 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 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the सामान्य नियम और शर्तै/General Terms and Conditions, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तै/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---