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

TENDER CALL NOTICE

Notice No: LXVI-27/2022/..20890 **Date: ..23../11/2026**

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 15/12/2026.

For details, please visit the websites www.odishatransport.gov.in and www.gem.gov.in.

By the orders of Transport Commissioner,
Odisha

Additional Commissioner Transport (Admin.)
STA, Odisha, Kataka

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

Tender Ref. No.-LXVI-27/22/20890 Date 23/11/2026

EMD: ₹ 4,48,732 (Rupees Four Lakh Forty-Eight Thousand Seven Hundred Thirty Two only)

Tender Inviting Authority

Office of the Transport commissioner,
State Transport Authority
6th Floor, Rajaswa Bhawan,
Chandini Chowk, Kataka, Odisha - 753002
ori_stalaw@yahoo.co.in

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BID DATA SHEET

SN	Particular	Details
1.	BID Reference Number	LTR No.: LXVI-27/2022/20890 Date: 23/11/2026
2.	Name of project	Tender for Selection of Agency for Providing Manpower for the office of Transport Commissioner and Sub-ordinate Offices
3.	Name of the tendering authority	Office of Transport Commissioner, Odisha
4.	Date of Issue of Bid	25.11.2026
5.	BID document available	Soft copy can be downloaded from the following website: www.odishatransport.gov.in, www.gem.gov.in
6.	Last date for submission of Pre-Queries for clarifications	Date: 30.11.2026 Time: Till 5:00 PM Email: ori_stalaw@yahoo.co.in
7.	Pre-bid meeting	**Date:** 01.12.2026, **Time:** 4:00 PM Pre-bid meeting will be held online. Link will be share those who have submitted the queries in due date for submission of Pre-Queries for clarifications.
8.	Last date and time for online submission of Bids **(Bid Due Date)**	Date: 15.12.2026 at 5:00 PM
9.	Last date and time for Submission of Physical copy of EMD in form of DD only	Date: 16.12.2026 at 5:00 PM EMD in form of DD must be submitted before Drawing and Disbursing Officer (DDO), 7th Floor, Rajaswa Bhawan, Kataka – 753002
10.	Address for Submission of Bids	Online bids to be submitted on GeM Portal (www.gem.gov.in) before due date
11.	Place, Date and time of opening of Technical Bid (Part- I)	Place: State Transport Authority, 6th Floor, Conference Hall, Rajaswa Bhawan, Kataka – 753002 Date: 17.12.2026 at 03:30 PM
12.	Place, Date and time of opening of Price Bid (Part- II) (Only of those bidders who have qualified in the technical evaluation stage)	Place: State Transport Authority, 7th Floor, Conference Hall, Rajaswa Bhawan, Kataka – 753002 **Date & Time:** Will be communicated later to the technically qualified bidders at Email ID provided by bidders.
13.	Method of Selection	Least Cost Selection (LCS)
14.	Earnest Money Deposit (EMD)	₹ 4,48,732 (Rupees Four Lakh Forty-Eight Thousand Seven Hundred Thirty Two only) as DD drawn on any Nationalized or scheduled commercial Bank payable at Kataka.
15.	Performance Bank Guarantee	5% of total contract value
16.	Bid Validity Period	180 days from the Bid Due Date

17.	Method of Selection	Two stage evaluation process comprising of: Pre-Qualification Evaluation and Technical Evaluation **Financial bid opening:** The selection of the successful bidder shall be based on LCS Method
18.	Point of Contact from STA, Odisha regarding BID	Under Secretary, State Transport Authority, Odisha, 6th Floor, Rajaswa Bhawan, Kataka – 753002 Email: ori_stalaw@yahoo.co.in

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 Manpower 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, Govt. of Odisha.

These bid documents (non-transferable) for the above-mentioned work shall be issued from 25.11.2026 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, Kataka-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 Transport Commissioner, however, reserves right to terminate contract at any time after giving one month's notice to the selected agency.

SL. No.	Resource type	Category	Number of resources
1	Sweeper / Watchman	Unskilled	30
2	Security Guard	Semi skilled	90

Total number of manpower may vary as per requirement of tendering authority.

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 Registration Certificate/ CIN of the Organization.
   b) Copy of the Professional Tax Registration of the Service Provider issued by the competent authority.
   c) Copy of Pan card;
   d) Copy of the Income Tax returns filed and Audit Certificates for last three consecutive financial years ending 31st March 2026 duly certified by the Chartered Accountant.
   e) Copy of the Balance Sheet and Profit & Loss Account for last three consecutive financial years ending 31st March 2026 certified by the Chartered Accountant.
   f) Copies of EPF, GST and ESIC registration certificates in Odisha.
   g) Copy of the Labour License in Odisha under the Contract Labor (Regulation & Control) Act, 1970.
   h) Certified extracts of the EPF statement during last one year.
   i) Experience certificate of providing security personnel and other manpower to Government Departments /PSUs/ other reputed agencies.
   j) Past MOU with training facility and training completion certificate in last three years.
   k) Evidence of availability service equipment and gadget in the form of an undertaking.

l) 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.
m) Self-attested copy of certificate of registration by Home Department, Government of Odisha under Odisha Private Security Agencies Rule, 2009
n) 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. 4,48,732 (Rupees Four Lakh Forty-Eight Thousand Seven Hundred Thirty-Two only). Bids without this Bid Security/EMD will be rejected.
Unsuccessful bidder's EMD will be discharged or returned within sixty (60) days after the expiration of the period of Bid validity prescribed.

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

1. 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.
2. The Bidders should have valid PSARA (Private Security Agency Regulation Act.) certificate.
3. The bidder who has earlier been barred or blacklisted by STA, Odisha or GoI 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. 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.

2.7. 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.

2.8. 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-11** 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
"**Tender for Selection of Agency for Providing Manpower for the office of Transport Commissioner and Sub-ordinate Offices**"

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.

2.9. 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.

2.10. 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:

1. 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 out-right 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. 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.

3.3. Amendment of the bid Document

At any time before submission of bids, the Transport Commissioner, Odisha may amend the bid by issuing a 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 a 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.

3.4. 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, 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, Pre-Qualification Criteria 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:

Table-1: Pre-Qualification Criteria:

Sl. No.	Basic Requirement	Qualification Criteria	Documents to be submit
1	Legal Entity	The bidder should be registered under appropriate authority, such as • Registered under the Companies Act 2013.	• Copy Incorporation/ Registration • Valid GSTIN and copy of GST Registration Certificate. • Copy of PAN.

Sl. No.	Basic Requirement	Qualification Criteria	Documents to be submit
		• Registered under the Indian Partnership Act 1932 • Registered under the Indian Trusts Act 1882. • Registered under Societies Registration 1860. • Registered under the Limited Liability Partnership Act 2008 • Registered with Goods and Services Tax Network (GSTN) in Odisha	
2	Existence of bidder in Odisha	The Bidders should be registered in Odisha	• Valid documentary evidence in support of registration • Leased Agreement /Rent Agreement duly registered under registration act/ Ownership document, in support of its claim for having office in Odisha
3	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 (PSUs) or any other Government (Central / State/ PSU/ ULBs/Smart Cities) in India of at least **Rs. 4 Crores** during the last three completed financial years **(FY 2023-24, FY 2024-25, FY 2025-26).**	• 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 the specified years with valid UDIN number • Financial Statement as per **Annexure-7.**

Sl. No.	Basic Requirement	Qualification Criteria	Documents to be submit
4	Net Worth	Bidder must have positive net worth for each of the last three (3) audited financial years **(FY 2023-24, FY 2024-25, FY 2025-26).**	• Certificate from the Statutory Auditor / CA clearly specifies the net worth of the firm. • Financial Statement as per **Annexure-7** In case Chartered Accountant certificate is submitted the said certificate also needs to be counter signed authorized signatory of the bidder
5	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 Odisha in last three (3) years within due date of bid submission. The bidders should have supplied minimum 90 (*Minimum 45 Security guard*) manpower in similar category (in any Central/ State Government Department or Central/State Public Sector Units (PSUs) or any other Government (Central /State / PSU/ ULBs / Smart Cities) in Odisha in last three (3) years on the within due date of bid submission in single project. **Similar category of manpower:** Security guard, Watchman, Peon, Sweeper	• Client Certificate/ Work Order/ Contract Copy etc. may be enclosed clearly mentioning total no of manpower engaged in that contract. • Case study as per provided format in **Annexure-8** and **Annexure-9**

Sl. No.	Basic Requirement	Qualification Criteria	Documents to be submit
6	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
7	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)**
8	EMD	EMD as specified in Bid Datasheet Failure to submit the EMD, bid will be considered non-responsive.	In form of DD drawn from any nationalized / scheduled commercial bank in favour of Transport Commissioner, Odisha, payable at Kataka
9	Additional Documents	• Valid PAN Number • Income Tax Return for (FY 2023-24, FY 2024-25, FY 2025 -26).	Copy to be enclosed.
10	PSARA Certification	The Bidders should have PSARA certificate	Relevant certificate copy needs to be attached which is valid on due date of submission. No applied copy is allowed
11	The Bidders should have Labor License in Odisha		Copy of Labour License certificate in Odisha to be enclosed
12	The Bidders should have PAN Number, Goods and Services Tax Identification Number (GSTIN)		Copy to be enclosed

Sl. No.	Basic Requirement	Qualification Criteria	Documents to be submit
13	ISO and others certification		ISO 9001, ISO 14000 or 14001 & CMMI Level 3 to be Enclosed
14	The Bidders should have EPF Registration Number		Copy to be enclosed
15	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:

<table>
<tr><th>Sl. No.</th><th>Qualification Criteria</th><th>Section Marks</th><th>Documents to be submit</th></tr>
<tr><td>1.</td><td>Company Competency:
Minimum 3 years of Experience of the bidder in supplying manpower services for any Central/State Government or Public Sector Undertakings (PSUs) Organization in Odisha

>=3 year and <= 5 years: 6 Marks
> 5 years and <= 8 years: 8 Marks
> 8 years and above: 10 Marks</td><td>10</td><td>Work Order/ Authority Certificate/ Agreement Copies/ Completion Certificate clearly indicating the scope of work and year.</td></tr>
<tr><td>2.</td><td>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/ PSU/ ULBs/Smart Cities) in India of at least Rs. 4 Cr. in the last three completed financial year (FY 2023-24, FY 2024-25, FY 2025-26).
<table><tr><th>Turnover</th><th>Marks Allocated</th></tr><tr><td>More than Rs. 08 Crores</td><td>30</td></tr><tr><td>> Rs. 06 Crore to <= Rs.08 Crore</td><td>25</td></tr><tr><td>>= Rs. 04 Crore to <= Rs.06 Crore</td><td>20</td></tr></table></td><td>30</td><td>• Audited Financial Statements for last 3 financial years of Bidder
• Certificate from the Statutory Auditor / Chartered Accountant with valid UDIN number clearly specifying the average annual turnover of the Bidder for the specified years.
• Financial Statement as per Annexure-7.</td></tr>
<tr><td>3.</td><td>The bidder must have a positive average Net Worth during the last three completed financial years (FY 2023-24, FY 2024-25, FY 2025-26).
<table><tr><th>Average Net worth of last 3 financial years</th><th>Marks Allocated</th></tr><tr><td>> Rs. 50 Lakhs</td><td>10</td></tr></table></td><td>10</td><td>• Certificate from the Statutory Auditor / CA clearly specifies the net worth of the firm.
• Audited and Certified Balance Sheet and Profit/Loss Account for the last three financial years</td></tr>
</table>

Sl. No.	Qualification Criteria	Section Marks	Documents to be submit
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 Odisha in last three (3) years on the within due date of bid submission in single project. >= 90 numbers of manpower (Minimum 50 Security guard) and <=150 number of manpower **= 20 marks** >150 numbers of manpower (Minimum 100 Security guard) and <=250 number of manpower **= 25 marks** >250 number of manpower (Minimum 150 Security guard) **= 30 marks**	30	• Client Certificate/ Work Order/ Contract Copy etc. may be enclosed clearly mentioning total no of manpower engaged in that contract. • Case study as per provided format in **Annexure-8** and **Annexure-9**
5	The bidder must have supplied similar category of Manpower for any Govt. Department/ PSUs/ ULBs/Smart Cities in Odisha during last 3 (Three) Years as on proposal due date. >=2 project and <= 5 project: = **14 Marks** > 5 project and <= 10 project: = **17 Marks** >10 projects = **20 Marks** Each project must be staffed with a minimum of 100 personnel, of which at least 50 numbers of the workforce should be designated as security guard.	20	• Client Certificate/ Work Order/ Contract Copy etc. may be enclosed clearly mentioning total no of manpower engaged in that contract.
	Total =	**100**	

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 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-11**: 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 bid or all bids, and to annul the bidding process and reject all bids at any time prior to Award of Contract without assigning reason thereof, 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 person 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. Signing of Contract shall include Contract Agreement, Non-Disclosure Agreement etc. as per the requirements of Transport Commissioner, Odisha.
2. Failure of the successful bidder to furnish the Performance Security in shape of bank guarantee from any nationalized bank or scheduled commercial bank within stipulated date or execute the Agreement within the prescribed time LOI shall be cancelled without any reference to the successful bidder.
3. 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.
4. 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 in shape of bank guarantee from any nationalized bank or scheduled commercial bank 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 successful 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:

I. The bidder withdraws his bid during the period of bid validity specified in Bid Datasheet.
II. The bidder fails to co-operate in the bid evaluation process or not abiding to guidelines issued by Transport Commissioner, Odisha time to time.
III. If the bid or its submission is not in conformity with the instruction mentioned herein.
IV. If the bidder violates any of the provisions of the terms and conditions of the bid.
V. 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.
VI. 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.
VII. 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.
VIII. The decision of Transport Commissioner Odisha, regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances.
IX. 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

To,

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

Sub: Acceptance of Terms & Conditions of Tender

Bid Ref. No: _____ date_____

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
Number:
Place:
Date:
Stamp:

5.2. Annexure-2 Undertaking by Bidder

(On the Letter Head of the Agency)

To,

Transport Commissioner, Odisha,
6th Floor, Rajaswa Bhawan,
Kataka – 753002.

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

Dear Sir,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by the Transport Commissioner, Odisha. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communications issued by the Transport Commissioner, Odisha. We would be solely responsible for any errors or omissions in our Proposal.

We hereby declare that we have read and understood the rules governing the contract as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the Transport Commissioner, Odisha, in this RFP and Bidding Documents including adherence to the areas/ capacities/ specifications/ regulations as have been detailed by the Transport Commissioner, Odisha in this regard.

We also commit to abide by the decision of the Transport Commissioner, Odisha, on all matters relating to the planning and execution of the contract. Further we give undertaking for following:

a) Made a complete and careful examination of the RFP;
b) Received all relevant information requested from the Transport Commissioner, Odisha;
c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Transport Commissioner, Odisha;
d) Satisfied itself about all matters, things and information necessary and required for submitting an informed bid and performance of all of its obligations there under;
e) Agreed to be bound by the undertaking provided by it under and in terms hereof.
f) Transport Commissioner, Odisha shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the selection process there under, including any error or mistake therein or in any information or data given by the Transport Commissioner, Odisha.

Duly signed by the Authorised Signatory of the Bidder

Title of the Office_____

Name of the firm_____

Date with time_____

5.3. Annexure-3: Checklist for Technical Bid

[To be enclosed with the Techno Commercial Bid]

a) Name of the Bidder, Postal Address and Registered Office:

b) Type of Organization:

c) Name & Designation of the Authorized Signatory of the Bidder:

d) Contact Number:

e) Official email, phone, fax:

f) Official Website:

Sl. No.	Qualification requirements	Compiled (Yes/No)	Documents - Page No
1.	Copy of EMD		
2.	Acceptance Letter *(Annexure-1)*		
3.	Undertaking by Bidder (Annexure-2)		
4.	Checklist for Technical Bid (Annexure-3)		
5.	Non-Blacklisted Undertaking *(Annexure-4)*		
6.	Power of Attorney *(Annexure-5)*		
7.	Bidder Details *(Annexure-6)*		
8.	Financial turnover capacity Positive Net Worth *(Annexure-7)*		
9.	Project Datasheet *(Annexure-8)*		
10.	Format for Bidder Experience *(Annexure-9)*		
11.	Bidder declaration (Anti-corruption) *(Annexure-13)*		
12.	Integrity Pact *(Annexure-14)*		
13.	Legal Entity Certification		
14.	Copy of valid PAN card		
15.	Income Tax Return (ITR) of last three years		
16.	ISO 9001, ISO 14000 or 14001 & CMMI Level 3		
17.	Copies of EPF, GST and ESIC registration certificates in Odisha		
18.	Copy of the Labour License in Odisha under the Contract Labor (Regulation & Control) Act, 1970.		
19.	Past MOU with training facility and training completion certificate in last three years		
20.	Evidence of availability service equipment and gadget in the form of an undertaking.		
21.	Certified extracts of the EPF statement during last one year		
22.	Self-attested copy of certificate of registration by Home Department, Government of Odisha under PSARA (Private Security Agencies Rule Act, 2009)		

Sl. No.	Qualification requirements	Compiled (Yes/No)	Documents - Page No
23.	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.		

Note: Bidders must submit this checklist. Failure to do so will render the bid non-responsive.

5.4. Annexure-4: Format for Certifying Non-Blacklisting

(On the Letterhead of the bidder)

To,

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

I, M/s. ……..…… <*bidder*>, <*the names and addresses of the registered office*> hereby certify and confirm that we or any of our promoters/ directors are not barred or blacklisted by Transport Commissioner, Odisha or any State Government or Central Government or any Government agency / Department from participating in bidding process as on the bid due date.

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:

5.5. Annexure-5: 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.

5.6. Annexure-6: Bidder Details

Bidder's Organization (General Detail)

Sr. No.	Description	Full Details
1.	**Name of the Bidder**	
2.	**Address for communication:** Tel: Fax: Email id:	
3.	**Name of the authorized person signing & submitting the bid on behalf of the Bidder:** Mobile No.: Email id:	
4.	**Registration / Incorporation Details** Registration No: Date & Year.:	
5.	**EMD Details** Amount Reference No.: Date: Name of the Bank:	
6.	**PAN Number**	
7.	Goods and Services Tax Identification Number (**GSTIN**)	
8.	Willing to carry out assignments as per the scope of work of the RFP	
9.	Willing to accept all the terms and conditions as specified in the RFP	

Notes:

Documentary proof of registration, certificate of incorporation, certificate for commencement of business, Memorandum and Articles of Association need to be furnished for bidder.

Name of the bidder: _____

Signature of the Authorised Signatory: _____

5.7. Annexure-7: Format for Financials from Statutory Auditors of the bidder

To,

The Transport Commissioner,
6th Floor, Rajaswa Bhawan,
Kataka -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
2023-24 (Audited)		
2024-25 (Audited)		
2025-26 (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:

5.8. Annexure-8: 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.	Total number of Manpower supplied in the project	
9.	Number of 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:

5.9. Annexure-9: Format for Bidder Experience

(On the Letterhead of the bidder)

To,

The Transport Commissioner,
6th Floor, Rajaswa Bhawan,
Kataka -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."

Sl. 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	Total Nos. of Manpower	No of Security Personal
Eg.	XYZ Department	Mr. Abc Xyz	abc@xyz.com +91 XXXXXXXX	50 Lakhs	15th Jan 2022	Completed on 14th Jan 2025	Manpower's Detail	100	100
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:

5.10. Annexure-10: Format of Pre-Bid Queries

To,

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

Sub: 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

5.11. Annexure-11: Price Bid Format

To,

The Transport Commissioner,
6th Floor, Rajaswa Bhawan,
Kataka -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 Manpower	Wage s 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	B	C	D = (C * Total working days)	E	F	G = (D+E+F)	H	I = (G+H) * B
Security Guard	90	528	13,728.00	1,784.64	446.16			
Sweeper / Watchman	30	478	12,428.00	1,615.64	403.91			
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.
9. Total number of manpower may vary as per requirement of tendering authority.

Signature of Bidder

Name of the Authorised Signatory

(With Stamp of the Bidder)

Place: _____

5.12. Annexure-12: Performance Bank Guarantee Format

To,

The Transport Commissioner,
6th Floor, Rajaswa Bhawan,
Kataka -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.
4) 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.

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_____, 2026 at _____

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

(Signature)

(Name)

(Designation)

(Address)

NOTES:

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

5.13. Annexure-13: Bidder's Declaration (Anti-corruption)

I/ We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, I / we will strictly abide by the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I / We hereby certify and confirm that in the preparation and submission of our Proposal, I / we have not acted in concert or in collusion with any other Bidder or other person(s) and not done any act, deed or thing which is or could be regarded as anti-competitive.

I / We confirm that we have not proposed nor will propose any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

I / We and any support service provide by us, confirm that we have not involved in any kind of litigation with Government.

Dated this .....Day of ....., 2026.

.....

(Name of the Bidder)

.....

(Signature of the Bidder / Authorised Person)

.....

(Seal of the Bidder)

5.14. Annexure-14: Integrity Pact

(Company letterhead)

To,

Transport Commissioner, Odisha,
6th Floor, Rajaswa Bhawan,
Kataka – 753002

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

Sir,
It is here by declared that **Bidder Organization** is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject RFP ref no. …….. is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the **Bidder Organization***.

Thanking you,

Signature

(Authorised Signatory)

Seal:
Date:
Place:
Name of the
Bidder:

……END OF THE DOCUMENT……

बिड संख्या/Bid Number: GEM/2026/B/8316603
दिनांक /Dated: 25-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-12-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-12-2026 17:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :vahan.od@nic.in Buyer Email id: ori-transportcomm@nic.in
वस्तु श्रेणी /Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard , Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others
अनुबंध अवधि /Contract Period	1 Year(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	400 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
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) *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
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	3
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	4 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	27339023.28
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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	448732

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).	15

(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 security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

DDO
ODISHA, Commerce and Transport Department Odisha, Transport Commissioner-cum-Chairman,State Transport Authority,Cuttack,
(Saroj Kumar Behera)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. 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.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the

estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Competent Authority Approval for the additional conditions:1795624880.pdf

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
Company Competency, Average annual turnover, Positive average Net Worth, Project Experience (bidders should have supplied similar category of manpower, Project Experience in Odisha	100	60	View file	Yes

Total Minimum Passing Technical Marks: 60

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
01-12-2026 16:00:00	Date: 30.11.2026 Time: Till 5:00 PM Email: ori_stalaw@yahoo.co.in Date: 01.12.2026, Time: 4:00 PM Pre-bid meeting will be held online. Link will be share those who have submitted the queries in due date for submission of Pre-Queries for clarifications.

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (90)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Semi skilled
Gender	Male
Duty Hours in a day	8
Qualification	High School

विवरण/ Specification	मूल्य/ Values
Ex Servicemen	No
Age Limit	Up to60 years
Years of Experience	0 – 3 years
Additional Requirements for the Security Personnel	Undefined
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Odisha
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Saroj Kumar Behera	753002,at- rajswa bhawan , near high court chandini chowk	90	• Tenure/ Duration of Employment (in months) : 12 • Basic Pay (Minimum daily wage) : 528 • Provident Fund (INR per day) : 68.64 • EDLI (INR per day) : 0 • ESI (INR per day) : 17.16 • EPF Admin charge (INR per day) : 0 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0 • Number of working days in a month : 26

Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others (30)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	Not Required
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
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Odisha
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	Sweeper/Peon

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Saroj Kumar Behera	753002,at- rajswa bhawan , near high court chandini chowk	30	• Minimum daily wage (INR) exclusive of GST : 478 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 15.53 • Provident Fund (INR per day) : 62.14 • 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 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. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

3. **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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code

on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---