



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4874591
Dated/दिनांक : 19-04-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-04-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-04-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Accountant General, Jammu And Kashmir
Office Name/कार्यालय का नाम	North
Item Category/मद केटेगरी	Hiring of Sanitation Service - Sweeper; 5; All Areas; All Areas; Daily; 4
Contract Period/अनुबंध अवधि	9 Month(s) 4 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	200 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	6315132
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	50000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	1.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	10

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

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

Beneficiary/लाभार्थी :

Senior Accounts Officer
OFFICE OF PRINCIPAL ACCOUNTANT GENERAL (A & E), JAMMU AND KASHMIR, SRINAGAR
(Pay And Accounts Officer)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Additional Scope of Work and Size of Areas to be Serviced:[1713525778.pdf](#)

Additional Machinery and Cleaning Agent Requirements (If any on a Monthly Basis):[1713525824.pdf](#)

Price Break-up format(If required):[1713525946.pdf](#)

Hiring Of Sanitation Service - Sweeper; 5; All Areas; All Areas; Daily; 4 (25)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Category of Resource	Sweeper
Number Of Working Days in Week	5
Type of Area	All Areas
Area Inclusions	All Areas
Cleaning Cycle	Daily
Cleaning Frequency	4
Cost of consumables/Equipments	Consumables and equipment to be provided by the Service Provider (cost to be included by the service provider in his offered price)
Machinery and Cleaning Agents	Customised List
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement/अतिरिक्त आवश्यकता
1	Abdul Gani Hajam	190009,Mohammad Yousuf Avenue Road Opposite Civil Secretariat	25	<ul style="list-style-type: none">Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST : 22698

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

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. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

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

4. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

5. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

6. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. 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 value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Terms and Conditions: -

- 1) The Agency will provide this Office the personnel for the purpose of Sanitation work on outsourcing basis at the rates mentioned in column 4 of the table below during the year 2024-25.

- 2) The rates quoted by the Agency shall be composite i.e., they shall include the cost of services of labor (at minimum wages decided by the GOI) and the quantity of consumables required as per the details provided at point 9 below.

S. No.	Particulars of service to be outsourced	Station / Office	Minimum Wages	Tentative Number of persons to be	Qualification	Remarks
Un - Skilled						
1.	Personnel for cleaning of toilets, urinals and mopping of floors	Srinagar	Rs.651/- day	12	NA	98000/- Square Feet of Carpet Area (Approx.)
		Jammu		12	NA	120000/- Square Feet of Carpet Area (Approx.)
2.	Canteen sweeper	Jammu	Rs. 651/-day	1	NA	2000/- Square Feet of Carpet Area (Approx.)

- 3) The rates indicated in column above shall be inclusive of Basic wages as notified by GOI from time to time which is currently @ Rs.651/- for unskilled worker per day, EPF @13%, ESI @ 3.25% plus Service Charges including GST or rates as notified by GOI from time to time.
- 4) All the establishments covered under the ESI Act and all factories that employ more than 10 employees and pay wages below Rs.21000/- per month (Rs.25000/- for employees with disability) must register with the ESIC and contribute towards the ESI scheme. All the employees earning more than Rs.21000/- per month are exempted from ESI contribution.
- 5) As per Bonus Act of 1965 and amendment in 2015, employee whose monthly wages is more than Rs.21000/- is not eligible for bonus.
- 6) The number of personnel outsourced in different cadres is subject to change during the period of contract. The number of outsourced personnel can be decreased or increased in any cadre in which they are engaged if the person in position gets enhanced or reduced in the cadre.
- 7) The rates will be revised immediately after the approval from competent authority on the revision of the minimum wages/EPF/ESIC contributions.
- 8) In sanitation services, the agency will be responsible for cleaning of all toilets, all urinals and mopping of floors in Srinagar and Jammu offices measuring total carpet area of 98000 and 120000 square feet respectively including the following: -
- (i) Dusting of entire area of the office including windows/windowpanes/doors etc.
 - (ii) Thorough cleaning/sweeping/washing/mopping using disinfectants, cleaning of all floors, staircases and toilets, scrubbing of all floors in the office building.
 - (iii) Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, terraces, porches etc.

- (iv) Vacuum cleaning of all carpet area, chairs and sofa sets.
- (v) Polishing/grinding with rubber thread wherever and whenever required.
- (vi) Cleaning of sanitary fittings, toilet drainpipes etc. in the toilets with standard cleaning material.
- (vii) Cleaning of all window glasses and grills with detergent cleaning agents.
- (viii) Cleaning of all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- (ix) Removing of cobwebs daily from the office and shall undertake mass and extensive cleaning on daily basis of the entire carpet area including walls, exhaust fans, lighting and ceiling of the allotted areas.
- (x) Lifting of the garbage from the allotted areas and dumping the same into garbage container provided by the office.
- (xi) Maintaining and cleaning of garden, lawns, path and parking area of office on daily basis.

9) The selected firm will be required to supply and stock the following material with the quantity mentioned against each item at the beginning of every month.

Sl. No.	Material required	Quantity required for Jammu Office	Quantity required for Sri nagar Office 10)
1	Phenyl	40 ltrs.	20 ltrs.
2.	Colin	5 ltrs.	5 ltrs.
3.	Harpic	20 ltrs.	15 ltrs.
4.	Acid	20 ltrs.	10 ltrs.
5.	Wipes biz size (Poocha)	02 Dozen	02 Dozen
6.	Bamboo Broom's (Jhadoo Banswala long size)	10 Nos. initially, thereafter as per requirement.	10 No.s initially, thereafter as per requirement.
7.	Bamboo Sticks (Broom)	25 kg's initially, thereafter as per requirement.	25 Kg's initially, thereafter as per requirement.
8.	Wipes (small size)	12 Nos. initially, thereafter as per requirement.	10 Nos. initially, thereafter as per requirement.
9.	Naphthalene Balls (Branded)	40 pkt. (100 gm each)	20 pkt. (100 gm each)
10.	Hand wash (branded)	30 ltrs.	25ltrs.
11.	Black hit (Big Size)	04 Nos.	04 No.
12.	Duster	24 Nos.	24 Nos.
13.	Urinal screen Mat	30 Nos. initially, thereafter as per requirement.	25 Nos. initially, thereafter as per requirement.
14.	Lizol	10 ltrs.	10 ltrs.
15.	Bathroom refresher (Branded)	30 Nos.	25 Nos.
16.	Detergent branded	05 Kgs.	03 Kgs.
17.	Dustbin (Big Size)	01 dozen initially, thereafter as per requirement	01 dozen initially, thereafter as per requirement

18.	Dustbin (small)	02 dozen initially, thereafter as per requirement	02 dozen initially, thereafter as per requirement
19.	Washroom Mug	02 dozen initially, thereafter as per requirement	02 dozen initially, thereafter as per requirement
20.	Room Freshener	12 No.'s	12 No.'s
21.	Bucket	06 No.'s initially, thereafter as per requirement	06 No.'s initially, thereafter as per requirement.

If the price of any consumable fluctuates during the contract period, the additional payment, if any, on account of PVC(price variation clause) will be made through offline method on production of valid billing details .

- 11) The agency shall deposit all the statutory amounts at the prescribed rates in the relevant accounts (Viz. Individual bank accounts FPF accounts, EDL and ESIC accounts except the service charges. **The bills will be passed only after production of the certificate / statement to the effect.**
- 12) Any breakage during cleaning shall bear by the Agency and will be arranged and replaced at its own cost.
- 13) The working time of personnel engaged shall be from 8:00 A.M. to 7:30 P.M. for 5 days in a week (excluding Sundays and Saturdays). There will be holiday only on gazetted holidays declared by Government of India from time to time.
- 14) Personnel if engaged on Saturdays, Sundays or any Gazetted holiday shall be compensated during the month as part of the monthly payment. The certificate in this regard will be given by Welfare Branch (Welfare Assistant) after ascertaining attendance on Biometric (AEBAS).
- 15) Payments by the Office will consist of the total monthly charges on the basis of agreed rates per person per day and no extra payment, for whatever purpose, will be made by the office. **All costs related service purpose including equipment and consumables will be borne by the Agency.** No extra payment will be made by the Office for supervision purpose. The Agency will be solely observing all legal provision and due to non-compliance of legal requirement for paying all applicable taxes and legal ones as per rule. In case any penalty/tax is payable on a later stage, the agency shall be liable to pay the same along with penalty. **Payments will be made subject to deduction of taxes (TDS) at source as applicable.**
- 16) Payments by the office will be made on monthly basis after getting a satisfactory report from the Welfare Branch.
- 17) Payments will be made only subject to production of receipt of ESIC/EPFO and other deductions if any, for the previous month. Further, the agency will be required to submit statements showing the deposit of the remuneration in the bank accounts of the personnel deployed by it.
- 18) The bill for each month shall be presented on the 1st of the following month and shall be paid by or before the 10th of the following month as per attendance

nce, duly countersigned by the Welfare Assistant.

- 19) Payments will only be made to the Agency and no payment will be made to the personnel deployed.
- 20) The Agency shall be responsible for checking the character and antecedents of all personnel employed in this office and must be verified from the police authorities. The Agency will submit the particular antecedents verified from the police to the Office along with other details of the personnel deployed.
- 21) Detailed list of personnel deployed shall be made available to the Office and deployment shall be made in consultation with the approval of the Dy. Accountant General (Admn.) Srinagar, office of the Principal Accountant General (Audit), Jammu and Kashmir, Srinagar.
- 22) The Agency shall provide uniform and Identity Cards to all its workers. The safety of the personnel shall be the responsibility of the Agency.
- 23) The Agency will be responsible for attendance of the personnel and the office would not be responsible for absence due to any reasons including *force majeure*. No payment will be made for absence due to whatever reasons including *force majeure*.
- 24) The Agency shall be responsible for complying with the Acts and Rules for provision of labour like the Minimum Wages Act etc. The office will not be liable for payment of any kind of compensation to any worker engaged by the Agency under Labour Act. or any other Act. and laws. The office will not be liable to pay any compensation under the Compensation Act, 1923 or any other act or laws that has been enacted by the parliament of India or State legislature and rules there under from time to time for any damage or death that may be caused/suffered by the personnel deployed by the Agency during the course of the job while handling any natural or unnatural causes.
- 25) The Agency shall deploy the persons in such a way that the person gets weekly rest. Proper working conditions/rest will be ensured by the Agency in compliance with the provision of Shops and Establishment Act or any other Acts or Rules on the subject.
- 26) The Agency will depute persons with sufficient experience, but no one below the age of 21 and above the age of 60 will be deployed. The personnel to be deployed will be approved by the Office and any change in the personnel will be done with the approval of the office by an officer not below the level of Dy. Accountant General (Admn).
- 27) The Agency will be required to provide a substitute within 01 working day in case the performance of a person is not found satisfactory at any level and also in case of person not attending the work for any reason.
- 28) The persons engaged by the Agency shall be employees of the Agency only and will have no right to claim regularization of their service in the Office under any circumstances. The Agency will be responsible to keep all personnel informed of this condition.
- 29) The personnel provided by the service provider shall not claim any benefit/compensation/absorption/regularization of service with the office under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act. 1970. They shall not claim any Master and Servant relationship with

h this Office.

- 30) The Office and the Agency reserve the right to terminate the contract by giving 15 days' prior notice in writing.
- 31) The Agency will provide the required personnel for a shorter period also, in case of exigencies as per the requirement of the office.
- 32) The office will not be responsible for the security, transport and accommodation of the personnel deployed by the Agency.
- 33) The Agency shall be responsible for checking and monitoring the discipline of each person engaged for the purpose. The persons so deployed shall have to abide by all rules and regulations of the office. Their conduct will be such that fit a formal Govt. office. Violation of this will lead to violation of the contract.
- 34) Any issue that may arise in regard to the services as agreed to will be dealt with by this Office with the Agency and not with any of the personnel deployed by the Agency. The nodal person from the office will be Welfare Assistant of this Office. The Agency may also nominate a supervisor in Srinagar and Jammu offices to supervise the day to day work.
- 35) Disputes relating to the contract shall be settled by an arbitrator to be nominated by the Principal Accountant General (Audit).
- 36) The personnel provided by the Agency would be on pay roll of the Agency and the Agency shall be responsible for all liabilities towards their ESIC, EPF contributions etc. to be deposited in concerned department /organization and copies of challans depositing the ESIC, EPF contribution in the concerned department / organization pertaining to the preceding month bill invariably be enclosed with current bill.
- 37) Jurisdiction for any legal proceedings shall be Hon'ble High Court, Jammu and Kashmir at Srinagar.
- 38) The service personnel provided by the service provider shall not divulge or disclose to any person details of office, operational process, technical know-how, security, arrangements /administrative / organizational matters as all may be of confidential/secret in nature.
- 39) The office shall be at liberty to cancel the contract/ agreement at any time in the event of failure of the agency to comply with any of the conditions stated in this contract.
- 40) Competent Authority in this Office may curtail/reduce the Staff engaged through this contract any time in case of regular appointment of any Staff in this Office or on another reason anytime during the contract period and the contract will continue (till expiry date) with the reduced rates according to the personnel engaged by the agency.
- 41) The Rates quoted should be as per Wage Act and shall be per person / per month for Jammu and Srinagar Offices separately and should be inclusive of all taxes and charges on the terms and conditions as given. The material required for performance of services will be supplied by the service provider. All statutory payments i.e., minimum wages EPF, ESIC etc. will be paid by the office. **The bidders are required to quote the agency service charges only (in percentage). The rate shall include charges for material used**

in performing the particular services and no separate payment will be made to them.

42) The firms quoting the rates should have offices at both location i.e. Srinagar and Jammu. The bidders shall submit their Offices' location in Jammu and Kashmir with their bids.

43) Following documents must be uploaded by the bidder against **'Certificate (Requested in ATC)'** in 'Bid Documents' at the time of submission of bid, failing which may result in disqualification.

(i) ESIC registration certificate

(ii) **last 3 month's return** of ESIC

(iii) EPF registration certificate

(iv) **last 3 month's return of EPF**

(v) GST registration certificate its **latest return** and PAN no.

(vi) List of all Offices of firm in Jammu and Kashmir

(vii) MOA/ Memorandum of Association of the company/firm

(viii) Police Verification report/ certificate of Managing Director/ CEO of the company/ firm **by not below the rank of SSP. This certificate should not be older than 6 months at the time of submission of bid.**

'or'

The firm shall provide undertaking that 'it will submit this report certificate within 3 months ' time from the date of submission of bid'

(ix) Form C (Registration Certificate) under Government of Jammu & Kashmir Shops & Establishment Act 1966 as a proof for availability of the Office/ Shop at Jammu (city) and Srinagar (City).

(x) UNDERTAKING/ LETTER OF ACCEPTANCE REGARDING BLACKLISTING / NON - DEBARMENT/LIQUIDATION/COURT RECEIVERSHIP / BANKRUPT/Bidder Financial Standing.

(xi) Declaration regarding acceptance of all the terms and conditions (including buyer added bid specific ATC) of the bid. (Date must be mentioned in declaration).

These documents must be uploaded against **'Certificate (Requested in ATC)'** in 'Bid Documents'.

44) This contract shall be effective from **01-07-2024 to 31-03-2025** and may be extended by another one year on same rates and terms and conditions.

9. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. 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 [attached categories](#), 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.

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

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

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

---Thank You/धन्यवाद---