बिड संख्या/Bid Number: GEM/2025/B/6962508

दिनांक /Dated: 04-12-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-12-2025 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-12-2025 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Home Affairs
विभाग का नाम/Department Name	Department Of Home
संगठन का नाम/Organisation Name	Office Of The Registrar General And Census Commissioner Census Of India
कार्यालय का नाम/Office Name	Directorate Of Census Operations Maharashtra
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Skilled; As Enumerated in Classification of Post; Admin , Manpower Outsourcing Services - Minimum wage - Unskilled; As Enumerated in Classification of Post & Scope of Work; Admin
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	500 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
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	1
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**	2 Days
अनुमानित बिड मूल्य /**Estimated Bid Value**	16036146
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / **Financial Document Indicating Price Breakup Required**	Yes
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	321000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	4.98
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

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

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

लाभार्थी /Beneficiary :

Director
Directorate of Census Operations Maharashtra, Department of Home, Office of the Registrar General and Census Commissioner Census of India, Ministry of Home Affairs
(Director Of Census Operations, Maharashtra)

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. 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.
6. 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.
7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
8. 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.
9. 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.

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

PROFORMA FOR FINANCIAL / PRICE BID - 1764782136.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work & Job description:1764770019.pdf

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:1764827856.pdf

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
11-12-2025 11:00:00	Directorate of Census Operations, Maharashtra, 2nd Floor Exchange Building, Sir Shivsagar Ramgulam Marg, Ballard Estate, Fort, Mumbai-400001

Manpower Outsourcing Services - Minimum Wage - Skilled; As Enumerated In Classification Of Post; Admin (10)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	As Enumerated in Classification of Post
Type of Function	Admin
List of Profiles	As Enumerated in Classification of Post & Scope of Work
Specialization	As Enumerated in Classification of Post & Scope of Work
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
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	Maharashtra
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	DEO / Steno

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
1	Virendra Pratap	400001,Directorate of Census Operations, Maharashtra, 2nd floor Exchange Building, Sir Shivsagar Ram Gulam Marg, Ballarad Estate	10	• Minimum daily wage (INR) exclusive of GST : 746 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.88 • EPF Admin Charge (INR per day) : 2.88 • 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) : 24.24 • Provident Fund (INR per day) : 69.23 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 24

Manpower Outsourcing Services - Minimum Wage - Unskilled; As Enumerated In Classification Of Post & Scope Of Work; Admin (17)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled

विवरण/ Specification	मूल्य/ Values
Educational Qualification	As Enumerated in Classification of Post & Scope of Work
Type of Function	Admin
List of Profiles	As Enumerated in Classification of Post & Scope of Work
Specialization	As Enumerated in Classification of Post & Scope of Work
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
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	Maharashtra
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	MTS

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	Virendra Pratap	400001,Directorate of Census Operations, Maharashtra, 2nd floor Exchange Building, Sir Shivsagar Ram Gulam Marg, Ballarad Estate	17	• Minimum daily wage (INR) exclusive of GST : 647.46 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.88 • EPF Admin Charge (INR per day) : 2.88 • 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) : 21.04 • Provident Fund (INR per day) : 69.23 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 24

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

1. **Generic**

   OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Generic**

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

3. **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.

4. **Forms of EMD and PBG**

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

   Director of Census Operations, Maharshtra
   payable at
   Directorate of Census Operations, Maharashtra, 2nd Floor Exchange Building, Sir Shivsagar Ramgulam Marg, Ballard Estate , Fort , Mumbai-400001
   .
   Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. **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.

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. **Generic**

   Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

8. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

9. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   Special Terms & Conditions (STC)

   1. The bidder should thoroughly understand the scope of work and invariably understand and sign the Integrity Pact in Annexure VI.

   2. The bidder should duly affix dated signature on following documents and upload the same in soft copy format:

   A. Company PAN Card

   B. Company GST Certificate

   C. Labour Identification Number Certificate

   D. UDYAM Certificate (MSME)

   E. Experience Certificate

F. Past Performance

G. Bidder Turnover

H. Additional Terms & Condition Documents with all documents of this Directorate.

The date should invariably between the date of publishing and date of closing of bid. The unsigned documents, signed documents with no date or date outside range i.e. before publishing or after closing dates will be liable for Technically disqualification. The relevant documents duly signed with valid dates will be verified from originals at the time of award of contract to successful bidder.

3. The Pre-Bid Meeting will be held in physical mode at the Directorate of Census Operations, Maharashtra 2nd Floor, Exchange Building, Sir Shivsagar Ramgulam Marg, Ballard Estate, Fort, Mumbai, Maharashtra 400001. The details of pre-bid meeting will be notified in Bid Publication. In case any Bidder wish to participate in Pre-Bid Meeting through ONLINE Mode, the request justifying the circumstances has to be made on their official letter head at least two working days in advance and sent on email address dco mah.rgi@mail.gov.in and confirmed with Officer Concerned Shri. S.C. Mitkary, Assistant Director (G). The MS Teams meeting link shall be made available to only such Bidders to facilitate their online participation.

4. **Attending pre-bid meeting on scheduled date and time is mandatory. An attendance certificate shall be issued by this office to the participating bidder (s), which must be submitted along with the bid as proof of participation**

5. The Bidder has to ensure that the Bid is submitted in prescribed format only along with duly signed documents with date as mentioned in Sl. No. 2 above. The Financial Bid should have all the Annexure duly signed along with valid date from date of publishing to date of submission / closing with stamp of the Bidder on each page.

6. Upon successful award of Bid to L1 Bidder, the successful Bidder would generate and process an Invoice only through GeM Portal only. In special cases Invoice can be submitted in other suitable modes, taking into consideration number of days the persons have actually worked and rate per person. Accordingly, Payment will be made for the number of days the persons has actually certified having worked by the designated Officer of this Directorate and maximum 26 days in a month per person.

7. Successful bidder to submit monthly bill with attendance sheets, wage proof and statutory challans only be considered.

8. Payment will be done through Public Financial Management System (PFMS) Portal only within 10-15 days of receiving and complete verification of bill by the Committee Members.

9. Deductions for absence / penalties will apply as per terms and conditions of the bid.

10. **For ease of post contract coordination and smooth operation with successful bidder the bidder must have registered Head office / Branch office in Mumbai Metropolitan Region Development Authority Area (MMRDA) and submit one of documents as the proof to that effect Electricity/ Landline/ Broad band bill (Last three months only), Latest ITR, Recent Work / Purchase Order issued by any department of Central / State Govt. Ministry/Department, Valid Rent / Lease agreement etc.**

11. **In case the bidder does not have Head office / Branch office in Mumbai Metropolitan Region Development Authority Area (MMRDA), the bidder should have Senior Managerial Level Employee on its payroll stationed in MMRDA region during the entire period of Contract and submit the Escalation Matrix valid for the entire period of contract containing Contact Details of Responsible Officers on the Official Letter Head. DOCUMENTARY EVIDENCE TO BE SUBMITTED.**

12. The Service provider shall not assign the contract in whole or part without obtaining the prior written consent of this office.

13. **The Successful Bidder is to ensure payment of minimum wages as revised from time to time to the deployed staff at the prevailing rates as fixed under Minimum Wages Act (year), prescribed by the Government of Maharashtra. Any breach of such Act shall make the contract liable for termination.**

14. **The Successful Bidder shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act prescribed by the State Government i.e., Government of Maharashtra as applicable for full time staff. Whenever there is revision in the Minimum wages of Maharashtr**

a Government, the successful bidder has to inform Buyer & Consignee along with copy of notif ication and ask for enhanced rates.

15. No charges, by whatever name, including registration charges will be charged from the contractual ma npower. It is expected that such charges are included in the service charges which is the basis of the finan cial bid. In case at any point of time it comes to the notice of the Department that the service provider:

a) Has charged / taken any share from the salary / wages of the contractual manpower.

b) Has not made the payment of salary to the staff within the stipulated time.

c) Has not deposited statutory dues, if any etc.

d) Has not fulfilled any other conditioned mentioned in the contract document.

The department will deduct such amount from PBG or amount payable to the service provider any may als o exercise the right to cancel the contract and may initiate the proceedings to blacklist the vendor on GeM Portal.

16. In case of any complaint of non-fulfilment of any obligation under contract, Buyer & Consignee reserves the right to deduct the amount due from the contract from monthly bills as well termination of th e contract.

17. The manpower shall remain under the administrative control of the Successful Bidder and no employer –employee relationship shall exist with Buyer & Consignee.

18. Successful bidder must conduct police verification of the deployed staffs. The verification certificate to be produced to the Buyer & Consignee at any time.

19. Equivalent number of staffs to be deployed within 2 working days in case of absence, resignation, or u nsatisfactory performance of any of the staff deployed.

20. In case of any complaint of non-fulfilment of any obligation under contract, this office reserves the righ t to deduct the amount of Rs. 500/- per day from the Contract amount as well termination of the contract.

21. **Penalty: Rs 500 per day per person for unauthorized absence or poor performance in case the successful bidder fails to provide substitute staff in two working days.**

22. **The penalty is subject to a maximum of 10% of the total contract value. Such penalties, if s o imposed, shall be deducted from any amounts pay able to the Service Provider under this co ntract or, if no such amounts are due, shall be paid by the Service Provider within 15 days of r eceiving a written demand from this office.**

23. The imposition of such penalties, if so, shall not prevent this office from pursuing other remedies availa ble under this contract, including termination of the contract and forfeit of Performance Bank Guarantee.

24. If contract premature cancelled / terminated by this office, payment will be released on pro-rata basis subject to LD clauses, if any, and performance of service provider.

25. Successful bidder on award of contract shall maintain attendance registers, logbooks and wage registe rs, subject to departmental verification any time during the period of contract.

26. The Successful bidder must ensure discipline, punctuality and confidentiality of deployed staff.

27. The normal office timing / General Shift shall be 09:30 AM to 06:00 PM with half an hour lunch break fr om 01:30 PM to 02:00 PM.

However, timing / shift may be changed at the discretion of the office.

28. Deployed Staff shall attend the office as and when required even beyond regular office working hours.

29. **In case of loss of property of the organization caused by the negligence of the staff deploy ed by the service provider, the service provider will be held responsible for making compensa tion to the said losses, failing which the same shall be recovered along with penalty simple int erest of 12% per annum from the date of such loss up to date of termination of Contract, failin g to pay compensation and interest the entire PBG will be liable for forfeiture.**

30. MTS deployed by the successful bidder should come in proper dress / uniform to be provided by the Su ccessful Bidder.

31. All the staff deployed by Successful Bidder must have Company identity cards with designation and m ust wear the same for allowing entry in the Office and thereafter during office hours in such a manner that these are displayed for each identification.

32. The manpower provided by the Service Provider shall not deemed employees of this office hence the compliance of the applicable acts / laws will be the sole responsibility of the Service Provider. No experience certificate will be issued by Buyer and Consignee for the work done b y the deployed staffs and such request will not be entertained by this Directorate at any cost.

33. In the event of resignation or retirement of regular staff(s), an equivalent number of contractual manp ower(s) will be re-hired under active contract to maintain the required strength during the approved perio d with the prior approval of the Head Quarter of Buyer & Consignee viz office of Registrar General & Censu s Commissioner India.

34. Hiring will be for a period of two years from the date of award of Contract and will be co-terminus with the completion of Census Work including caste enumeration, whichever is earlier.

35. The Contract can be extended up to 6 months beyond the initial contract duration subject to satisfactory performance and mutual consent.

36. The successful agency should deposit Performance Bank Guarantee within 07 days from the date of aw ard of the contract. The PBG remain valid during currency of contract and extended period of contract, if a ny

37. **This hiring is purely temporary and contractual in nature. The personnel hired through serv ice provider under this arrangement shall have no claim for regular appointment in the Govern ment of India.**

38. Past Experience of Similar Services: The bidder must have successfully executed / completed similar S ervices over the last three years i.e. the current financial year and the last three financial years (ending m onth of March prior to the bid opening): -

A. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the es timated cost; or

B. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the esti mated cost; or

C. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the est imated cost.

39. Arbitration Clause:

A. All disputes arising out of or relating to this contract will be resolved through Arbitration.

B. The seat and venue of arbitration shall be Mumbai, Maharashtra.

C. The tribunal shall consist of one (1) arbitrator mutually appointed by both the parties.

D. The language of Arbitration shall be English.

E. The Arbitral award shall be final and binding on the parties.

F. Only the courts at Mumbai shall have exclusive jurisdiction for all matters connected to Arbitration and t he contract

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10. **Service & Support**

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

11. **Purchase Preference (State)**

Bid reserved for MSE from the State of Bid Inviting Authority: Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal.

If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. In respect of bid 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 product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

12. **Purchase Preference (State)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 / State of Bid inviting authority. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15 % of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100 percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

13. **Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service.

14. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

15. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Director of Census Operations, Maharashtra
payable at
Directorate of Census Operations, Maharashtra, 2nd Floor , Exchange Building, Sir Shivsagar Ramgulam M arg, Ballard Estate, Fort, Mumbai -400001
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

16. **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.

17. **Buyer Added Bid Specific SLA**

    File Attachment Click here to view the file.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for 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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer

is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers 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 सामान्य नियम और शर्तें/General Terms and Conditions, conditons 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---