

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	31-08-2026 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	31-08-2026 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	Gujarat
विभाग का नाम / Department Name	Narmada Water Resources Water Supply And Kalpsar Department Gujarat
संगठन का नाम / Organisation Name	Gujarat Water Supply & Sewerage Board (gwssb)
कार्यालय का नाम / Office Name	Computer Cell, Head Office
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : cep-gwssb-gnr@gujarat.gov.in Buyer Email id: een-gwssb-gnr@gujarat.gov.in
वस्तु श्रेणी / Item Category	Non IT Professional Service (version 2) - PF LAWYER; Tax Accountant
अनुबंध अवधि / Contract Period	1 Month(s)
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
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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	2

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	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 निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	25000
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
-------------------	----

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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. 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 Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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% (Selected by Buyer) 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% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the 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 and its subsequent Orders/Notifications issued by concerned Ministry. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Non IT Professional Service (version 2) - PF LAWYER; Tax Accountant (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Domain Name	PF LAWYER
Resource Profile	Tax Accountant
Certifications	Compliance, Governance and Risk Management in Insurance (by ICAI)
Qualification	Graduate / Post-Graduate with Domain Knowledge Expertise
Years of Experience	4-6
Deployment location	Onsite

विवरण/ Specification	मूल्य/ Values
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

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired per month	अतिरिक्त आवश्यकता /Additional Requirement
1	Pradipkumar Patel	382010,Ground Floor, M & R Branch, Jalseva Bhavan, Opp. Airforce Station, Sector 10-A	1	Number of months for which service to be hired : 1

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.](#)

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---

Terms of Reference

1) About GWSSB

GWSSB is a statutory body set up by the State Government for Development, Regulation and Control of the Drinking water sector in the State. The jurisdiction of the GWSSB (Board) extends to the whole state. The Board largely works to put in place rural water supply systems as well as operational management of Rural Regional water supply schemes covering cluster of villages. In this area the main function of the Board is to prepare, execute, promote and finance the schemes for supply of water for drinking purposes. The rural water supply systems include installation of hand pumps, mini water supply systems, etc. in small hamlets and piped water supply systems for individual villages, including large water supply systems covering several villages. Currently, GWSSB has more than 350 Regional Water Supply Schemes (RWSS) in place covering more than 15,000 villages.

2) O&M arrangements

Gujarat Water Supply and Sewerage Board onboards contractors for the O&M of such RWSS. The duration of such contracts is 5 years with scope to carry out the operations and maintenance of its facilities through contractor selected in this bidding process.

Operations and maintenance of the water supply scheme involve two steps.

Operations:

The contractor shall carry out the operation of water supply system i.e. timely and daily operation of the components of a water supply system such as headwork's, treatment plant, machinery and equipment, transmission mains, service reservoirs and distribution system etc. efficiently and economically to attain the objective of supplying safe and potable water equitably to the consumers.

Maintenance:

The contractor shall maintain the water supply system by keeping the structures, plants, machinery and equipment and other facilities in an optimum working order and proper functioning without any interruption. Maintenance shall include both Preventive Maintenance and Corrective Maintenance. He shall undertake preventive maintenance which shall constitute routine works and precautions to be taken periodically and ensure that the different components of the water supply system perform correctly over their service life (their expected lifetime). This in turn shall avoid the occurrence of a major fault or breakdown in the water supply system that calls for corrective maintenance that is many times more expensive.

Contractor shall undertake corrective maintenance which shall involve carrying out works related to break down, which has actually occurred by replacements, correction of defects etc.

3) Objective of this assignment

The objective of this assignment is to strengthen regulatory compliance in O&M contracts for Multi-Village Water Supply Schemes (RWSS) to safeguard GWSSB and its establishment from non-compliance risks.

The consultant shall ensure alignment of contract conditions with prevailing labour laws, social security legislation, and insurance requirements. The assignment aims to standardize compliance documentation, reporting, and verification mechanisms within the O&M framework. This will reduce statutory risk, enhance transparency, and ensure lawful engagement of manpower by O&M contractors.

4) Scope of Work

The consultant shall undertake the following tasks:

A. Review of Existing O&M Tender Documents

- Review the prevailing standard O&M tender, contract conditions, schedules, and annexures.
- Identify gaps and ambiguities with respect to statutory and labour compliance.
- Assess adequacy of existing deduction terms, non-compliance recovery, termination, and monitoring provisions.

B. Identification and Drafting of Compliance-Related Clauses

Provide a comprehensive list of clauses to be added or strengthened, covering compliance with (but not limited to):

- Provident Fund (EPF)
- Employees' State Insurance (ESI)
- Minimum Wages
- Contract Labour (Regulation & Abolition) Act
- Payment of Wages Act
- Payment of Bonus Act
- Insurance requirements (Workmen Compensation / Employee Compensation, Third-Party Liability, and other mandatory insurance)

Any other labour or welfare legislation applicable to GWSSB and similar public utilities. Each clause shall clearly define:

- Contractor obligations
- Compliance timelines
- Submission requirements
- Employer (GWSSB) rights in case of default

C. Statutory Reference and Legal Basis

For every proposed clause, provide:

- Name of the applicable Act / Rule / Notification
- Relevant section(s) or rule number(s)
- Brief explanation of statutory requirement and employer liability.

D. Monthly Compliance Documentation Framework

Prepare a detailed list of documents to be submitted by O&M contractors along with their monthly invoices as proof of compliance with standard formats for such documents, including but not limited to:

- PF & ESI challans and contribution statements
- ECR and wage sheets
- Proof of payment of minimum wages by cheque or bank transfer
- Attendance registers
- Labour license, registration certificates
- Insurance policies and premium receipts
- Declaration / undertaking formats

Templates shall be suitable for direct annexing to tender documents.

E. Liquidated damages (deductions) and Enforcement Mechanism

- Recommend clear clauses structures for non-compliance, including invoice deductions, withholding of payments, escalation, and termination clauses.
- Suggest monitoring and verification mechanisms for the Engineer-in-Charge.

5) Deliverables

The consultant shall submit the following:

- Revised compliance clause compendium ready for inclusion in the O&M tender
- Statutory reference matrix (Act, Section, Clause linkage)
- Monthly compliance documentation checklist for bill payments
- Editable templates and annexures for O&M tenders.
- Case studies pertaining to good practices and its impact establishing importance of such compliances.

6) Duration of Assignment

The assignment is expected to be completed within 8 weeks from the date of commencement.

7) Reporting and Coordination

The consultant shall coordinate with the designated nodal officer and present draft and final outputs for approval.

8) Eligibility criteria

1. Registration as company/partnership firm/proprietorship firm under relevant law in India. Submit copy of registration certificate.
2. Atleast one experience of working as a provident fund and labour law compliance consultant in last five years. Submit experience certificate issued by the client/authority.
3. Attend pre-bid meeting and upload pre-bid meeting certificate
4. Valid PAN card copy shall be submitted.

Selection will be on least cost basis.

Additional indicative questions:

- 1) What documents shall be submitted by the O&M agency along with the invoices for each of the statutory compliance?
- 2) What shall be the format and verification mechanisms?
- 3) If contractors claim that some workers have opted out of EPF, what documentation is required to be submitted?
- 4) Mechanisms for holding payment and deductions due to non-compliance of such laws?
- 5) If GWSSB pays a worker (contractor's labour) due to any non-compliance by contractor then in such a case, is there any liability on GWSSB in terms of establishment? Such workers shall not have any claim related to employment by GWSSB.
- 6) How much % payment shall be deducted for EPF and Insurance non-compliance? Contributions + admin cost?
- 7) If provisions regarding certain violations and related recoveries are not specified, and the O&M contractor fails to submit Form 11 or PF challans when demanded by GWSSB, what percentage of deduction should be applied? In such cases, is it permissible to deduct amounts such as 25% towards PF?
- 8) In the absence of provisions relating to violations and recovery, does the liability for compliance with all applicable labour laws rest with the operator?