

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-05-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-05-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	45 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Department Of Revenue
संगठन का नाम/Organisation Name	Central Board Of Excise And Customs (cbec)
कार्यालय का नाम/Office Name	Customs Commisisonerate Indore
वस्तु श्रेणी /Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Armed Security Guard
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	30 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 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 Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation 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),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	7
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)	1951248
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

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

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई

केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

Principal Commissioner
 Customs Commisisonerate Indore, Department of Revenue, Central Board of Excise and Customs (CBEC), Ministry of Finance
 (Rajeev Agarwal)

UIN Number NCTGC2415P

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	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 relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:3 years

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:3 years

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1778745629.pdf](#)

Scope Of Work For the Service:[1778745927.pdf](#)

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Armed Security Guard (4)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Armed Security Guard

विवरण/ Specification	मूल्य/ Values
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	Yes
Age Limit	Up to 40 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	Driver's License
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Madhya Pradesh
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

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

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	Ayush Jain	452014,P.B.No.10, ManikBagh Palace, Indore (M.P.)	4	<ul style="list-style-type: none"> • Tenure/ Duration of Employment (in months) : 12 • Basic Pay (Minimum daily wage) : 1008 • Provident Fund (INR per day) : 60 • EDLI (INR per day) : 2.5 • ESI (INR per day) : 32.76 • EPF Admin charge (INR per day) : 2.5 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0 • Number of working days in a month : 30

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. 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. 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.

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**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. 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. **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.

8. **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.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

A) Eligibility Criteria for Security Agency

1. Security Agency may be a proprietary firm/Partnership / Company who possess the following statutory documents:

(a) License to engage in the business of Private security agency under Private Security Agency (Regulation) Act 2005 and relevant Rules, issued from time to time.

(b) Contract Labour license issued by the competent authority of Govt. of India.

(c) Establishment Registration Certificate

d) Must have valid ISO Certificates 9001 – 2015 issued by NABCB and 45001:2018 & UDYAM Certificates;

(e) Code numbers allotted by ESIC and EPF Commissioner

(f) GST Registration Certificate having address of Principal / Head office at Indore only.

(g) PAN card

(h) TAN

2. The Security Agency must have Registered Principal / Head office in Indore only (documentary proof to b

e submitted).

3. The Security Agency must have minimum five (05) years of experience as Security Service Provider in Central / State Government Organizations or Public Sector Undertakings.

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4. At least three satisfactory performance Certificate from Central / State Government organizations or Public Sector undertaking, where they have provided Security personnel during last five years.

5. There should be no case pending with the police against the Proprietor/ Firm/Partner or the Company (Agency). The Security Agency should have not been blacklisted by any organization/Govt. Department. A sworn and signed affidavit in this respect is required to be given by the Agency. In case any adverse information is received, which is in contrary to the sworn and signed Affidavit, during the bid process and thereafter, the committee reserves the right to cancel / reject the bid without affording any further opportunity.

6. Copies of Income Tax returns for last three years.

7. The Agency should have a minimum annual financial turnover of Rs. 30 Lakhs (Rupees Thirty Lakhs) from Security services during the last three financial years. Audited or CA certified statement of accounts, documents to this effect shall be duly submitted.

B) Estimated manpower requirement (including relievers)

1. The Security Agency shall be able to deploy 4 (Four) armed Security Personnel and these numbers may vary depending on the requirements.

2. The Security Agency shall at all times maintain full strength of Security Personnel specified above. Failure to provide full contingent of Security Personnel by the agency on any given day or the designated post is left vacant will result in imposition of a penalty of 5% on the monthly charges.

3. The Agency shall also provide extra Security Personnel as and when required during emergency for a short term or long term on the same terms and conditions.

4. The Agency shall be responsible for replacement of any Security Personnel falling sick, proceeding on leave or otherwise absent at no additional cost to this department. Failure on the part of Agency to maintain daily flow of Security Personnel to the full strength for all shifts (24x7) will attract reduction in service charges along with 5% penalty.

5. The manpower deployed by the agency shall be required to work in shifts as detailed below for 6 days in a week and avail 7th day as paid weekly off. The normal shift timings for security duties are as follows:-

1. 1st Shift : 06:00 hrs. to 14:00 hrs. (08 hours)

2. 2nd Shift : 14:00 hrs. to 22:00 hrs. (08 hours)

3. 3rd Shift : 22:00 hrs. to 06:00 hrs. (08 hours)

Shift timings may vary according to the requirement.

6. The Agency shall ensure that security personnel provided for the security work have to work six days a week and avail seventh day as paid weekly off. The Security Agency shall deploy additional Personnel as t

o enable each of the Personnel to compulsorily avail paid weekly off in each week.

7. The duty hours should not exceed eight hours at a stretch in any given day. Continuous shifts by the same person should be avoided and no post should remain unmanned. Odd duties /shifts may be required according to exigencies, which are to be provided by the agency.

C) Minimum Standards of Security Personnel to be deployed:

1. Eligibility Criteria for Security Personnel:-

- (a) Minimum education of 12th pass.
- (b) He should not be on trade men in active service.
- (c) Age of Security Personnel should not exceed 40 years.
- (e) Ability to read, write and speak in Hindi and local language.
- (f) Knowledge of maintaining visitor pass system, verification of identity proof material movement records, Lock & key management system fire fighting and usage of fire extinguishers and emergency response system.

2. Training /Physical & Medical Fitness

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- (a) Security Personnel must be medically fit, physically well-built and possessing robust health;
- (b) The Agency shall impart periodical training in Industrial security, Fire fighting, handling of security equipment and other changing security and safety environment as per the requirement;
- (c) The Security Agency shall ensure that at any point of time the age of the Security Personnel deployed during the contract shall not exceed 40 years.

D) Scope of work:

1. Security personnel provided by the Agency shall safeguard the material and properties of the Customs Department and the work means all security work in a broad sense including, but not necessarily limited to:

- i. Security of the men, material and other assets of the Department;
- ii. Visitors Control and maintenance of proper records;
- iii. Proper checking of all the incoming/ outgoing materials by keeping proper records of Gate Pass Systems for men and material movements.
- iv. Controlling the movements of vehicles through guarding and intensive patrolling in the areas.
- v. Checking of locks of all the buildings, rooms, offices etc. and switching off/on all lights, Fans, power points, etc. after office hours;
- vi. Round the clock vigilance and surveillance in the Office Campus of Customs Indore.
- vii. Any other security functions required for the security of this office .
- viii. Safeguarding CCTV fixtures and other equipment.

2. Round the clock security arrangements, including on Saturdays & Sundays and holidays, to be provided in Customs Office, Indore.

3. Uniform and Clothing:- The agency shall provide complete uniform to the deployed security personnel at

its own cost.

4. Sleeping on Duty /Absence from duty post :- If security personnel found sleeping/absent from the duty post / found under the influence of Alcohol /Bad turnout/Shabby uniform during the checking by Customs personnel, a fine equal to one day wages against that security staff may be deducted from the salary bill of the agency. Further, defaulters need to be replaced immediately.
5. In the event of theft or pilferage of departmental material or the properties, the Agency's personnel should actively assist the Security -In- charge of the department and follow up the same. In case it is found that at any theft, pilferage, loss or damage has occurred to the person, property or premises of the Department due to negligence of Security personnel, in performing his duty and/or absence from the place of duty and / or not providing substitute by the agency or any other reason, the cost of such losses or damage as assessed by the Department shall be recovered from the agency's monthly bill or from the Performance Security Deposit.
6. Security personnel shall be deployed in the Dept. with approval of the authorized Officer. The work force shall be under the supervision of the Security Officer / Chief Administrative Officer /Administrative Officer or any other official authorized by Customs Department.
7. The Security personnel shall carry occasional random checks of 2 wheelers and 4 wheelers of staff while leaving the campus, in case instructed by the Authorized Officer of the Department to ensure that none of the property of the Department is being taken out unauthorizably.
8. All the incoming and outgoing entities and goods should be thoroughly checked by the Security personnel. The security personnel must ensure that Department's property, whether equipment or materials, are not allowed to be taken out of the campus without proper gate-pass duly signed by the authorized officials. To keep proper records of incoming and outgoing materials the proper register should be maintained.
9. Any security personnel of the agency do not come up to the mark or does not perform his duties properly, commits misconduct or indulges in any unlawful riot or disorderly conduct, the Agency shall immediately withdraw and take suitable action against such person on the report of the Department. Further, the Agency shall immediately replace the particular Security Guard so deployed as directed by the Controlling Officer / Administrative Officer of the Department in case of any of the aforesaid acts on the part of the concerned Security Guard.
10. Deployed Security Personnel should deal with Officers / officials and visitors, politely and courteously, while enforcing discipline and shall not indulge in unwarranted talks. If the Personnel found to have been misbehaved or indulged in 8 / 12 misconduct of any nature, the Agency shall replace the Personnel immediately.
11. The selected agency shall ensure that any information related to operational process security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person /organization by the Security Personnel deployed at the Department.
12. The Security Personnel should not consume alcohol/ smoking /chewing tobacco product while on duty.
13. The agency shall ensure the character and antecedent verification of the personnel deployed at its own cost and shall submit 'Undertaking' in this regard along with the copies of their identity and address proof to the department.
14. The Security Agency shall ensure that no criminal case is pending or contemplated against the Security personnel deployed on duty.
15. A senior level representative of the Agency shall visit office at least one day and two nights in a month and review the performance of Security Personnel. During the visit, the representative of the Agency shall also check the turnout and alertness of the deployed, personnel and submit a report to the Controlling Officer. Further, the representative of Agency shall also meet the Controlling Officer once in a month in person, for feedback regarding the performance of the services and removal of service deficiencies.

E). Statutory Provisions

1. The Agency shall be solely responsible for all accidents or personal injuries to the Security Personnel employed by it in the Department. The Agency shall at its own cost, take necessary insurance cover in respect of the services rendered to the

Department. The Agency shall comply with the statutory provisions of:

- a. Private Security Agency (Regulation) Act, 2005
- b. Contract Labour [Regulation and Abolitions] Act, 1970
- c. The Minimum Wages Act, 1948
- d. Workman's Compensation Act, 1923
- e. The Employee's Provident Fund (and Miscellaneous Provisions) Act, 1952 f. Employee's State Insurance Act, 1948

2. Any other rules / regulations and / or statutes that may be applicable from time to time.

3. The Agency shall comply with the statutory remittances like ESI & EPF and the mandatory contributions of the employer i.e. Agency and their deployed personnel shall be remitted regularly and the proof of remittance (separate challan for guards deployed in Department) shall be mandatorily produced along with the monthly bill.

4. In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof Dept. is put to any loss / obligation, monetary or otherwise, the Dept. will be entitled to recover such damage/loss out of the outstanding bills or from the Performance Security Deposit of the agency.

F) Financial

1. The successful Agency shall furnish a Performance Security Deposit (or Bank Guarantee from a nationalized bank (valid from the date of awarding of contract up to 30 days beyond the contract period) to Dept. for due performance of the contract

for an amount equal to 3% of the value of the contract, till final settlement of all dues for which no interest will be paid by Department.

2. Service Charges: Service Charges in Rupees per guard/per month shall be quoted by the Agency. The Service Charges so quoted will be fixed throughout the entire contract period, even in case of extension of contract as well as the wage revision from DGR. Quotations received with Service charges quoted as percentage of wages will be rejected. The Bids quoting unusually low service charges will be declared as not qualified and liable to be rejected.

3. The selected agency shall be required to pay wages as per DGR wage structure including periodical revision as notified by DGR from time to time. The wages and other entitlements shall be paid through bank transfer to their respective accounts of

the security personnel.

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4. The financial bid document should contain the following:

Sl. No. Description Amount in Rs.

1. Daily Wages (Basic + VDA) Per person per day
2. EDLI per day @..... %
3. EPF Administration Charge per day @.....%
4. ESIC per day @%
5. PF per day%
6. Total Wages per day for one Security Guard
7. Total wages for 30 days for one Security Guard
8. Service charges per head per day
9. Total wages for 30 days with Service Charge for 1 Security Guard

10. Total wages for 30 days with Service Charge for 14 Security

Guard

11. GST @%

12. Total wages for 30 days including GST

13. Total 12 months cost including GST

5. No overtime will be reimbursed by the Department in case the Security Personnel is deployed on overtime and the agency shall be responsible to make such payments.

6. The Security Agency should deploy full strength of manpower as specified in the Clause 'B' - Manpower requirement of terms and conditions of Security Service.

7. Submission of bills: The Agency shall submit the bills for payment to the Dept. where they are providing Security Services. The Dept. will reimburse the disbursed wages as per DGR rates along with statutory contributions and service charges after

deducting TDS as per the rules subject to the provisions of contract. The Agency shall be required to submit the bill in duplicate along with following documents:

a. Attendance sheet of the personnel performed duties for the month duly Certified by the Agency.

b. Salary sheet of Security personnel with all earnings and deductions along with following information:

i. EPF & ESI number of Security Guard

ii. Number of duties performed and weekly off availed

iii. Salary earned during the period on different heads and deduction towards ESI, EPF Professional tax and others.

c. Statutory remittance Copies of PF, ESI, Professional tax and GST etc.

d. Detailed statement of employees and employer's contribution of each Security personnel towards ESI and EPF and its bank transfer statement.

7. The Tax Deduction at Source (T.D.S.) shall be enforced as per the provisions of the Income Tax Act 1961 by the Dept. and TDS Certificate shall be issued to the Agency accordingly.

8. The selected agency shall also be liable for depositing all taxes, levies, Cess etc. to the concerned tax authorities from time to time as per the rules and regulations in the matter.

G). Contract Tenure:

Initially contract will be awarded for Twelve (11) months.

H). Penalty and liability Clause:-

1. The Agency shall be responsible to faithful compliance of the terms and conditions. In the event of any breach of this terms and condition, the order may be terminated and the performance security deposit will be forfeited and further the work may be got done from another agency at the risk and cost of the Agency on whom the order is placed.

2. If the Agency violates any of the terms and conditions or commits any fault or the services are not to the entire satisfaction of the authorized officer of the Customs Department, in his behalf, a penalty leading to deduction up to 5% of the bill amount.

I) Termination of contract:

The contract can be terminated by the Department by giving Three (03) months (90 days) prior notice with

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out assigning any reasons thereof. However, in the event of breach of any of the terms and conditions mentioned in this contract and or failure in rendering satisfactory services, the contract can be terminated by giving one month prior notice.

J) Legal

1. The manpower deployed by the selected agency shall not have any claims of Master and Servant relationship vis-a-vis, Department nor have any principal and agent relationship with or against the Department.

Deployed manpower shall not be treated or considered as employees of the Department under any circumstances.

2. On all matters pertaining to this tender and with regard to interpretation of the Terms & Conditions and the Agreement, the decision of the Department shall be final and binding.

3. The successful bidder, shall be required to enter into an Agreement on Stamp Paper of Rs.1000/- in the format approved by Department containing, inter-alia, all the terms and conditions of the contract within 15 days.

K) Other terms and conditions:

1. The Bidder shall submit duly signed Bid Security Declaration form accepting that in case of withdrawal or modification of the bids during the period of validity, or if they are awarded the contract and fail to sign the contract or to submit a performance security deposit before the deadline defined, in the bids, they may be disqualified from bidding for any contract with Department for a Period of one year from the date of notification.

2. The Agency shall be required to maintain Attendance register /Attendance roll in Department which will be open for inspection and checking by the authorized officers of the Department.

3. The selected agency shall furnish the following documents in respect of each Security personnel deployed at Department before the commencement of contract:

List of security personnel identified/selected by agency for deployment in the Department with Bio data, proof of date of birth, age, qualification, residential address with Contact number/s etc.

4. Selected Agency shall issue identity cards to the Security personnel deployed, bearing their photograph s/identifications etc. and the Personnel shall wear their identity cards at the time of duty.

5. Dept. is not liable to provide accommodation, transport, food, medical and any other requirement for the personnel deployed at the Institute.

6. Submitting of Security Services to the third party is not permitted which will attract immediate termination of Contract.

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 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---