

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-03-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-03-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence
संगठन का नाम/Organisation Name	Dg Of Defence Estate
कार्यालय का नाम/Office Name	*****
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others , Manpower Outsourcing Services - Minimum wage - Semi-skilled; High School; Admin , Manpower Outsourcing Services - Minimum wage - Skilled; Secondary School; Admin
अनुबंध अवधि /Contract Period	1 Year(s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
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	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित बिड मूल्य / Estimated Bid Value	19948225.7
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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	398965

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	18

(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 :

CHIEF EXECUTIVE OFFICER

Cantonment Board Ayodhya, Department of Defence, DG of Defence Estate, Ministry of Defence
(Ceo)

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. 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.

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.

3. 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

Scope of work & Job description:[1772182093.pdf](#)

In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.:[1772182099.pdf](#)

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1772182105.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:[1772182114.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others (50)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	Not Required
Type of Function	Others
List of Profiles	Sweeper
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable
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	0

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
कोर / Core	3.85

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
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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
1	*****	*****FAIZABAD	50	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 541 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.705 • EPF Admin Charge (INR per day) : 2.705 • 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) : 17.58 • Provident Fund (INR per day) : 64.92 • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; High School; Admin (29)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Semi-skilled
Educational Qualification	High School

विवरण/ Specification	मूल्य/ Values
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Specialization	Not Required
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	No
Name of states/ UT for geographical presence is required	Not Applicable
एडऑन /Addons	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	0

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
कोर / Core	3.85

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	*****	*****FAIZABAD	29	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 632 • Bonus (INR per day) : 0 • EDLI (INR per day) : 3.16 • EPF Admin Charge (INR per day) : 3.16 • 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) : 20.54 • Provident Fund (INR per day) : 75.84 • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Skilled; Secondary School; Admin (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	Secondary School

विवरण/ Specification	मूल्य/ Values
Type of Function	Admin
List of Profiles	Clerk
Specialization	Not Required , CCC course with Hindi typing 25 wpm English typing 30 wpm
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	No
Name of states/ UT for geographical presence is required	Not Applicable
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	0

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
कोर / Core	3.85

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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****FAIZABAD	1	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 760 • Bonus (INR per day) : 0 • EDLI (INR per day) : 3.8 • EPF Admin Charge (INR per day) : 3.8 • 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) : 24.7 • Provident Fund (INR per day) : 91.2 • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 12

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 50 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 50 percent. Bidders are bound to accept the revised quantity or duration.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

OUTSOURCING OF 50 NOS CONSERVANCY STAFF, 29 NOS MTS STAFF & 01 NOS CLERK FOR CIVIL AREA FOR THE F.Y. 2026-27

CANTONMENT BOARD AYODHYA.

BACKGROUND IN BRIEF: Online tenders/bids from GeM portal (www.gem.gov.in) are invited from interested firms/agency having experience in the field of providing Manpower for sanitation services within the limits of Cantonment Board Ayodhya.

Sr. No	Description of tender	Earnest Money (in Rs.)	Total Qty.
1	2	3	4
1	Tender for Outsourcing Following Staff in Cantonment Board Ayodhya. 1. Conservancy staff 2. Multitask staff 3. Clerk Note: Detail of required staffs are attached as Annexure-'F'	2% of Tender Value	50 Nos. 29 Nos. 01 Nos.

EMD are mandatorily required to be paid through Self generation challan of e-Chhawani portal. MSME registered bidders under relevant category shall be exempted for EMD only. No further exemption regarding Experience and Turnover will be given to registered MSME bidders.

#निविदाकर्ताओं से अनुरोध है कि **Annexure "A"** में मांगे गये समस्त प्रपत्रों/कागजातों के अनुसार ही निविदा में प्रतिभाग करें।

#चयनित फर्म को कार्यादेश निर्गत होने की तिथि से **01** माह के भीतर अयोध्या महानगर/अयोध्या छावनी क्षेत्र में अपना स्थानीय कार्यालय स्थापित करना अनिवार्य होगा तथा इसकी लिखित सूचना आवश्यक/सम्बन्धित प्रपत्रों सहित इस कार्यालय में प्रस्तुत करनी होगी। साथ ही, निविदा में संलग्न सभी दस्तावेजों की मूल प्रतियाँ छावनी परिषद, अयोध्या में सत्यापन हेतु जमा करना अनिवार्य होगा। जिसके पश्चात ही भुगतान सम्बन्धित कार्यवाही सुनिश्चित की जाएगी। सत्यापन के दौरान किसी भी प्रकार की भिन्नता, असंगति अथवा कूटचित्त दस्तावेज पाए जाने की स्थिति में फर्म को काली सूची में डालते हुए उसकी समस्त देय धनराशि एवं धरोहर राशि जब्त कर ली जाएगी।

xxx/-

Sdxxxx
Ch

Board, Ayodhya

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SECTION 1: INVITATION FOR BIDS

1) This bid document is being issued to seek response from the eligible bidders in order to hire their services in providing Manpower's for sanitation services within the limits of Cantonment Board Ayodhya under which the successful bidder shall be contracted to provide the said services by way of deploying adequate personnel to perform the duties as per this bid document. The requirement of number of personnel is given above.

2. Bidders are advised to study the Bid Documents carefully. Bid documents should be submitted Online on GeM portal i.e. www.gem.gov.in within specified last date of submission i.e. not later than the date and time laid down and at the address given in the Bid documents.

3. (i) The Estimated annual value of contract is **(as per GeM estimated)** Please note that the estimated value of contract is for the purpose of evaluating the technical capabilities of the bidder.

(ii) All bids must be accompanied with an Earnest Money Deposit 2% (2% EMD) of **(as per GeM estimated)** to be submitted through e-Chhawani portal in favour of Chief Executive Officer, Cantonment Board Ayodhya in the following bank account:

Procedure for Payment of EMD / Security Deposit / tender cost through e-Chhawani Self Generation Challan OR in the shape of FDR:

- a. Register your mobile on <https://echhawani.gov.in/citizen/user/register> by entering your mobile number, name and select Cantonment as Ayodhya and click on continue. You will receive an OTP on entered mobile number (if not registered already).
- b. Enter OTP received and click on continue button. then you will be logged into the system. If you have already registered, then directly login through your mobile number.
- c. After successful login: click on "Challan System" menu.
- d. Click on New Challan and Select your **CB as Ayodhya** and click on Select button.
- e. Enter your details in the Challan like address, name, etc.

- f. Under Service Details: Select Service category as “Creditors Deposits” for EMD/Security Deposit whereas Select Service category as “Other Fee and Fines” for Tender Form Fee/Tender Cost.
- g. Select Service Type as: Earnest Money Deposit OR Security Deposit OR Tender Form Fee/Tender Cost as the case may be.
- h. Enter from and to date as current date.
- i. Enter Tender Form Fee/Tender Cost/EMD/Security Deposit Amount in the text box. Enter remarks if any. and Click on “Generate Challan”
- j. Challan Generate Successfully message appears and Click on Proceed to Payment button to pay the Challan. Pay the challan amount and after successful payment download the payment receipt and enclose the same with the Technical Bid.

4. The bid document can be downloaded from www.gem.gov.in. The hard copy of the bid documents will not be provided by the Department.

5. Important dates &time: -

ACTIVITY	DATE & TIME
Downloading of Bid Documents	As per GeM bid Document.
Last date of submission of Bid	
Technical bid opening	
Financial Bid Opening	To be intimated later

NOTE: The above dates are liable to be changed by the Department for which necessary information will be available at our website.

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Section 2 Instructions to Bidders

1. **Procedure for submission of Bids:** Single bid will be submitted by every bidder. Bids will comprise of following two sections: -
 - 1.1 Technical & Financial Bid (Single Bid System)
2. **Cost of Bidding Process:** -
The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation etc. for the purposes of clarification of the bid, if so desired by the Purchaser.
3. **Language of Bids:**
The Bids prepared by the Bidders and all correspondence and documents r

relating to the bids exchanged by the Bidder and the Department shall be written in English language only.

4. **Documents Comprising the Bids: -**

The bid prepared by the Bidder shall comprise of the following components

4.1 **Technical Bid**

A The Technical bid shall be submitted with the documents mentioned in **Annexure 'A'**.

4.2 **Financial Bid** - It shall be submitted online on the GeM portal. Bidder are advised to quote their rate **excluding GST** as the buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The services for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST. Applicable Concessional rate of GST is 0% Notification No. 12/2017 - Central tax rate dt. 28/06/2017.

NOTE:

TAXES AND DUTIES

- (i) The contractor shall be responsible to pay all the applicable taxes/duties/charges/fee viz./Income tax etc. to the concerned State/Central Govt. departments or local authority. The bids should be inclusive of all such taxes/duties/charges/fee etc.
- (ii) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to Ayodhya Cantonment Board by the contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Contractor.
- (iii) TDS (Tax deducted at source) as applicable shall be deducted from the bill of the contractor.

5. **Who can apply on behalf of Bidder**

5.1. It is clarified that the individual signing the documents connected with Bid must certify whether he / she is signing as authorized signatory or proprietor or duly authorized partner (in case of partnership firm). OR

5.1.1. Constituted attorney of the firm, if it is a company OR

5.1.2. The principal officer or his / her duly Authorized Representative of the Bidder.

5.2. The authorization shall be indicated by power- of -attorney accompanying the Bid either on a stamp paper or on the letter head of the bidding firm.

6. **One bid per bidder:** Each bidder shall submit only one bid either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids shall be rejected.

7. **Earnest Money Deposit**

7.1. The Bidder shall furnish, as part of its bid, EMD of the amount and form as mentioned in **Clause 3 of section 1** of this Bid document. It shall be submitted online through NEFT/RTGS to the department also before the last date and time of submission of bid.

7.2. The EMD is required to protect the Department against the risk of Bidder's conduct which would warrant the forfeiture of EMD.

7.3. The EMD (denominated in Indian Rupees) shall be in the form of NEFT/RTGS in the bank account details specified at **Clause 3 of section 1**.

7.4. Unsuccessful Bidder's EMD will be discharged/ returned within 30 days after award of contract to the successful Bidder. No interest will be paid by the Department on the EMD amount.

7.5. The successful Bidder's EMD shall be discharged upon the Bidder executing the Contract and after furnishing the performance security.

7.6. The EMD may be forfeited:

7.6.1. If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid, OR

7.6.2. In case of a successful bid, if the Bidder fails;

7.6.2.1. to sign the Contract, or

7.6.2.2. to furnish performance security or

7.6.2.3. to sign and return the duplicate copy of letter of award within prescribed time

8. **Period of Validity of Bids :**

8.1. Bids shall remain valid for a period of **120 days**.

8.2. The Department may request the Bidder for extension of the period of validity. The request and response thereto shall be made in writing (or by fax or by e-mail).

9. **Terms & Conditions of Bidder:**

9.1. Printed terms and conditions (General Conditions) made by the Bidder

will not be considered as forming part of their Bids. In case terms and conditions of the Contract applicable to this Invitation of Bid are not acceptable to any Bidder, he should not bid.

10. **Local Conditions:**

10.1. It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and factors at the respective locations/ sites and offices which would have any effect on the performance of the contract and / or the cost.

10.2. The Bidder is expected to obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

10.3. Failure to obtain the information necessary for preparing the bid and / or failure to perform activities that may be necessary will in no way relieve the successful Bidder from performing any work in accordance with the contract entered into.

10.4. It will be imperative for each Bidder to fully inform themselves of all local and legal conditions and factors which may have any effect on the execution of the contract as described in the Bid documents.

10.5. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Department and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Department on account of failure of the Bidder to appraise themselves of local laws and conditions.

11. **Last date of Receipt of Bids**

11.1. Bids will be submitted online as per the schedule give in **clause 5 of section 1**.

11.2. The Department may, at its discretion extend the last date for the receipt of bids by amending schedule in accordance with **Clause 5 of section 1**, in which case all rights and obligations of the Department and Bidder previously subject to the pre-extended last date will thereafter be subject to the last date as extended.

12. **Late Bids**

12.1. Any bid received after the scheduled last date and time for receipt of bids, pursuant to Clause 5 of section 1, will be rejected and shall not be considered for opening. Department will not be responsible for any delay on part of server error/network delay/server down or any other technical issue.

13. **Modification and Withdrawal of Bids.**

13.1. No bid should be altered / modified after submission. Unsolicited correspondences in this regard from Bidder will not be considered.

13.2. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its EMD.

14. Contacting the Department:

14.1. Any efforts by a Bidder either Directly or Indirectly to influence the Board bid evaluation/ bid comparison or contract award decisions shall result in the rejection of the Bidder's bid and the Bidder will be liable for blacklisting / debarment from participating in any of the Tenders of the Cantonment Board Ayodhya.

14.2. Any efforts by a Bidder to influence the Department's bid evaluation/ bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.

15. Right to accept any Bid and to reject any or all Bids :

15.1. The Department is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

15.2. The Board may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the other Government Body / Authority/Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings etc.

15.3. The Board may cancel the award of contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement within specified time period.

15.4. In case of any dispute regarding the interpretation of any clause of the contract, the decision of Chief Executive Officer/Board will be final.

16. Award of Contract:

16.1. Award of the contract will be made to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

16.2. The CEO/Board will communicate the successful bidder by facsimile confirmed by letter transmitted by registered post/email that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount at which the contractor will be paid in consideration of the providing of manpower by the contractor as required in the contract.

16.3. The successful bidder will be required to execute an Agreement within a period of **14 days** from the date of issue of Letter of Offer.

16.4. The successful bidder shall be required to furnish Performance Security within **14 days** of issue of Letter of Offer for an amount equal to 05% of the contract value through self generation Challan of e-Chhawani Portal OR in the Shape of FDR in favour of the Chief Executive Officer, Cantonment Board Ayodhya. The Performance Security shall remain valid for a period of one year beyond the date of completion of all contractual obligations. In case the contract period is extended further, the Performance Security shall also remain with the Board.

16.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Performance Security.

16.6. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the Notice Of Award (NOA) or entering into of the Agreement, and if the Selected Bidder has already been issued the NOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this NIT (Notice Inviting Tender), be liable to be terminated, by a communication in writing by the CEO/Board to the Selected Bidder or the Contractor, as the case may be, without the Board being liable in any manner whatsoever to the Selected Bidder or Contractor. In such an event, the Board shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Board under the Bidding Documents and/ or the Agreement, or otherwise. In such a case, if the discovery is made before the signing of the Agreement, the Board retains the right to call/ invite the next lowest bidder to match the L-1 Bidder and may re-issue the NOA to the next lowest bidder. If the next Lowest bidder refuses to match the Bid of the L-1 bidder or such discovery regarding material misrepresentation happens after signing of the Agreement, the Board reserves the right to terminate the agreement/ withdraw the NOA, as the case may be, forfeit the Bid Security or Performance security or both of the L-1 bidder as persisting on such date and may initiate rebid of the project. In case, any such discovery happens during tenure of such Agreement, the Board reserves the right to terminate the agreement and proceed ahead as per the provisions of terminations in case of Contractor Event of Default. In case Selected Bidder does not acknowledge the NOA or does not sign the agreement within the time period specified in the NOA, in such an event, the Board shall forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available with the Board under the Bidding Documents and/ or the Agreement, or otherwise.

17. **Fraudulent and Corrupt Practices**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the NIT and during the subsistence of the Contract / Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract / Agreement, the Authority may reject a Bid, withdraw the NOA, or terminate the Contract / Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy including blacklisting / debarment that may be available to the Authority under the Bidding Documents and/ or the Contract / Agreement, or otherwise. Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Aut

Authority may have under the NOA or the Contract / Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or BID DOCUMENT issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

17.1. **“corrupt practice”** means

17.1.1. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the NOA or has dealt with matters concerning the Contract / Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

17.1.2. save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the NOA or after the execution of the Contract / Agreement, as the case may be, any person in respect of any matter relating to **the Sanitation & house-keeping Services** or the NOA or the Contract / Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the **sanitation and house-keeping services**;

17.2. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

17.3. **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

17.4. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

17.5. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Section 3: Eligibility Conditions

1. **Eligibility conditions:**

The Bidder should fulfil the following eligibility conditions before submission of the financial bid: -

- A. General/Legal Requirements: -
Bidder should fulfil all condition mentioned in Annexure 'A'.

The validity of the above said certificates of registrations will be seen with reference to the last date of bid submission schedule. During the period of bid evaluation or the operation of the contract, if any of the above said certificates of registrations become invalid, the contractor will get one-month time to get the validity restored from the respective Government Departments/Agencies.

(Note: - The Department at its discretion may seek any clarifications, obtain additional documents in respect of above within maximum 15 days of the bid opening).

B. The bidders who meet the general/legal requirements and financial capabilities will be declared successful at pre-qualification stage for further opening of their technical bids.

C. Technical Capabilities: The bidder should be providing such services which require manpower supply of any category to following categories of clients anywhere in India:

- a. Govt. owned Departments/Institutions and/or
- b. Public Sector entities / Autonomous Bodies.

2. **Technical Evaluation**

Technical evaluation shall be done on the basis of Documents (mentioned in clause 4.1 of Section 2), as submitted by the bidders along with their bid.

a. The evaluation criteria for financial bids: - The financial bid will be opened after the bidder's technical bid is qualified Evaluation of financial bids will be done on the basis of the financial values quoted. Contract will ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

If the financial bids of two or more bidders match, then the AUTO RUN option of the GeM portal shall be executed to automatically choose the bidder amongst L1 bidders.

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SCOPE OF WORK

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DETAILS OF SANITATION WORKS INVOLVED.

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1. 50 Nos. Safai Karmchari (Sweeper) worker with duty timing as assigned by the department not exceeding 8.5 hours including 30 minutes rest period. If it is necessary to change the duty time after the tender, then the duty time of the employees will be fixed by the CEO, Cantt Board, Ayodhya/Sanitary Inspector as per his requirement. The firm will have to present its emplo

- yees as per the time prescribed by the CEO/Sanitary Inspector.
2. Collection and removal of garbage.
 3. Cleaning of roads and berms.
 4. Cleaning main drains, Nallas and removing all obnoxious vegetation on both sides of main drains.
 5. Cleaning and grass cutting of open spaces/grounds.
 6. Works related to Solid Waste Management Rules,2016.
 7. Cutting and removal of undergrowth and foliage on drains and roads.
 8. Levelling of minor water pits.
 9. Periodic de-silting of drains.
 10. Cleaning of dustbins including surrounding area.
 11. Removal of dead animals.
 12. Sweeping and cleaning of wash rooms, urinals, public toilets, disposal of scrap material, removal of waste construction material, cleaning of open/covered drains, pavement, open areas adjoining the roads and other labour works directed from time to time etc.
 13. Removal of vegetation from walls and roofs of Government buildings in Station.
 14. In addition to it, any other roads/drains/areas/sanitation related works specified by the CEO due to administrative exigencies & CEO shall be final competent authority for such decision.

The successful agency has to carry out cleaning and sanitation services in **Ayodhya Cantonment area (Civil Area)** from the date of handing over the site. For cleaning and sanitation services mentioned above, the successful agency will be responsible to provide services in the Cantonment area. However, the Board will be at liberty to increase or reduce the scope of the work at its discretion. The successful agency shall provide **50 Nos conservancy staff** to the Cantonment Board as per tender conditions. All the Manpower's should be present in proper uniforms (Uniform provided should comprise of light blue colour for males and females as applicable, reflective jacket embossed at the back with the words "Conservancy Staff, Cantt Board Ayodhya Cantt", rubber gloves and gum boots.) / as decided by the Board/CEO, no employee/worker shall be taken on duty/work without uniform and he will be treated as absent during the day and penalty as per penalty clause per employee per day shall be charged from the contractor for such employees.

Working period per day shall be of eight hours (that can be continuous OR in parts in day). There will be no holidays for the Manpower /staff except weekly rests. Leave of absence of the employees of the agency will be the responsibility of the agency, for which wages will be deducted.

NOTE : The contractor has to provide only manpower's to carry out the above work. The manpower should be given proper Identity card by the contractor as well as proper uniform as mentioned above. Sanitary equipment's, materials etc. would be provided by the office.

#The contractor will deploy 50 Nos. Conservancy for 7 days in a week for every month & every employee will get 01-day weekly rest as per labour laws/act, therefore the contractor will keep extra reliever manpower for the said purpose.

DETAILS OF MTS (MULTITASKING) STAFF WORKS INVOLVED.

1. 29 Nos. of Multi – tasking staff with duty timings as assigned by the department not exceeding 8.5 hours including 30 minutes rest period.
2. General cleanliness & upkeep of the section/Unit.
3. Watch & ward duties.
4. Opening & closing of rooms.
5. Cleaning of rooms.
6. Dusting of furniture etc.
7. Driving of vehicles, if in possession of valid driving license.
8. Upkeep of parks, lawns, potted plants etc.
9. Any other work assigned by the CEO due to administrative exigencies & CEO shall be final competent authority for such decision.

All the Manpower's should be present in proper uniforms (Uniform provided should comprise of light blue colour for males and females as applicable, reflective jacket embossed at the back with the words "MTS Staff, Cantt Board Ayodhya Cantt", Torch, gum boots & Lathi.) / as decided by the Board/CEO, no employee/worker shall be taken on duty/work without uniform and he will be treated as absent during the day and penalty as per penalty clause per employee per day shall be charged from the contractor for such employees.

NOTE : The contractor has to provide only manpower's to carry out the above work. The manpower should be given proper Identity card by the contractor as well as proper uniform as mentioned above. Sanitary equipment, cleaning materials, tools, and other necessary supplies would be provided by the office.

#The contractor will deploy 29Nos. MTS staff for 7 days in a week for every month & every employee will get 01-day weekly rest as per labour laws/act, therefore the contractor will kept extra reliever manpower for the said purpose.

DETAILS OF SANITATION BRANCH CLERK WORKS INVOLVED.

1. Maintenance and updating of records related to sanitation activities and staff attendance and Computer operator works.
2. Preparation and submission of daily, weekly, and monthly reports on sanitation work progress.
3. Handling correspondence, office files, and documentation related to sanitation operations.
4. Coordination with sanitation staff for work allocation and monitoring.
5. Maintaining inventory records of sanitation materials and requisitioning supplies as needed.
6. Assisting in the scheduling of sanitation staff duty rosters.
7. Verification and processing of bills and payment documents related to sanitation services.
8. Maintaining proper filing and retrieval systems for sanitation branch documents.
9. Any other administrative or clerical work assigned by the CEO or Head of

Sanitation Branch.

10. Ensure timely communication and follow-up with concerned departments for smooth sanitation operations.

NOTE: The contractor has to provide only manpower to carry out the above work. The manpower should be given proper identity cards and uniforms as decided by CEO/Board. All office equipment, stationery, and materials will be provided by the office.

#The contractor will deploy 01Nos. Clerk for 7 days in a week for every month & every employee will get 01-day weekly rest as per labour law s/act, therefore the contractor will kept extra reliever manpower for the said purpose.

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Section 4: General Conditions of Contract

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1. DEPLOYMENT:

1.1. **The list of personnel to be deployed along with copy of Aadhar card/Govt. ID card of each individual** shall be made available to the Department prior to agreement and if any change is required on part of the Department or contractor, a fresh list shall be made available by the Contractor after each and every change. However, as far as practicable, the list will not be frequently changed so that continuity in operation is maintained.

1.2. The successful tenderer / agency will be responsible to verify the character and antecedents of the individual provided by him to work under the Cantonment Board, and documents in this respect should be provided by the successful tenderer/agency.

1.3. Staff deployed by the Service provider shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government property/person.

1.4. Successful tenderer/agency shall made available medical fitness certificate of all manpower prior to agreement.

2. LABOUR LAWS:

The sanitation workers deployed by the Contractor shall be the employees of the Contractor only and they will have no right for permanent absorption in any of the post under the Cantonment Board. The Contractor shall abide by and comply with all relevant laws and statutory requirements covered under the Labour Laws, Minimum Wages and Contract Labour (Regulation & Abolition) Act, 1970, EPF, ESI, Employees Compensation Act, 1923, Bonus etc in respect of the personnel engaged. The wage disbursement as per Labour Laws shall be the sole responsibility of the Contractor and for any lapse in this regard the Contractor s

hall be held accountable.

The Service Provider must comply with all the statutory compliances including payment of minimum wages, provident fund and employee state insurance premium for all the contract staff deployed for providing the services. Any non-compliance of any statutory requirement will lead to the termination of the contract. Contractor will have to follow the Rules of "The Prohibition of Employment as Manual Scavengers and Their Rehabilitation Act, 2013".

3. ACCIDENT:

All liabilities in respect of an accident or death arising out of and in course of work shall be borne by the contractor. The agency will be solely responsible for the compensation/medical treatment expenses of its employee in case of any accident arising during or out of the course of employment.

4. PERFORMANCE AND SUPERVISION:

Adequate supervision should be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the personnel deployed, the supervisory staff will be deployed by the Contractor, who will be the nodal point of co-ordination on any issues about workers deployment & duties. No separate payments whatsoever will be made to the Contractor for the supervisory staff.

4.1. All necessary reports and other information's will be supplied immediately as required and regular meetings will be held with the Department.

4.2. Contractor and its personnel shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse of the areas of responsibility given to them by the Department and shall not knowingly lend to any person or company any of the areas of the Department under its control.

4.3. The agency shall be responsible for the theft if any during the tenure of the agreement and shall carry out the investigation and lodge the complaints / F.I.R. with the police authorities with the consent of the Cantonment Board.

4.4. The sanitation workers shall not accept any gratitude or reward in any shape unless awarded or approved by the Department.

4.5. That, in the event of any loss that occur to the Department, as a result of any lapse on the part of the Contractor or personnel deputed by him which will be established after an enquiry is conducted by the Department, the said loss can be claimed from the Contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the contractor.

4.6. The Contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.

4.7. The Department shall have the right, with reason, to have any person removed who is considered undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior approval of CEO Cantonment Board.

4.8. The Contractor and the personnel deputed by him shall be responsible to protect property and equipment's of the Department at the premises entrusted to it.

5. SHIFT DUTY:

5.1. Working period per day shall be of eight hours (that can be continuous OR in parts in day). The duty hours will be decided in consultation with the Department and should be compliant to the Labour Laws. A duty roster of employees as per deployment plan shall be submitted by contractor before the start of new month. Any change in duty roster shall be intimated immediately by contractor.

5.2. During a month, every deployed worker will be allowed weekly rest as per the Labour Laws.

5.3. Suitable provision for substitute should be kept by contractor, for which no additional payment shall be made.

5.4. The successful tenderer / agency will ensure that the individuals provided by them are punctual, and behave in disciplined manner and be devoted to the work assigned to the respective individuals by the Chief Executive Officer of the Cantonment Board. The individuals are eligible for weekly rest, no leave of any kind is admissible. Wages for a month will be for a period of days worked excluding the weekly off. Work will comprise of eight hours daily.

6. FORCE MAJEURE:

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of nature/God etc. which may prevent either party to discharge their obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall, by reason of such event, be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed, to if any, or seven days, whichever is more, either party may at its option terminate the contract.

No payments will be made for that day in case work is not done due to any strike/fighting/squabble of contractor's outsourced staff.

7. SERVICE COMMENCEMENT:

“NOTICE TO PROCEED” means the notice issued by the Department to the contractor communicating the date on which the work/services under the contract are to be commenced.

8. LIABILITY:

If the Contractor is a joint venture/ company/ group/partnership of two or more persons, all such persons/directors/partners shall be jointly and severally liable to the Department for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as authorized person with authority to sign. The joint venture/company/group/partnership shall not be altered without prior intimation to the Department.

The contractor shall also be liable for misuse, deliberate damage, pilferage, etc. of sanitary equipment's provided by the Board or any property, equipment's, machines etc. thus provided.

9. CORRUPT PRACTICE:

During the course of contract, if any of the Manpower(personnel) deployed are found to be indulging in any corrupt practices causing any loss of reputation or otherwise of the Authority / Department/ board shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security.

10. CLAIM SETTLEMENT:

In the event of default being made in the payment of any money in respect of wages to any person deployed by the Contractor for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Department from the Contractor.

If any money, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, is directed to be paid by the Department, such money shall be deemed to be payable by the Contractor to the Department within seven days. The Department shall be entitled to recover the amount from the Contractor by deduction from money due to the Contractor either from its pending payments or from the Performance Security.

Any liability arising out of any litigation (including those in consumer courts) due to any act of the personnel of the agency shall be directly borne by the said agency including all expenses/fines.

11. SUBCONTRACT DISALLOWED: -

The Contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

12. INDEMNITY:

The Contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor. The service provider shall ensure that no labour disputes / problems are referred to the Cantonment Board Office. The Service Provider at all times should indemnify Cantonment Board Ayodhya against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employee's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Cantonment Board Ayodhya will not own any responsibility in this regard.

The contracting agency shall not employ any person below the age of 18 yrs.

13. UNION ACTIVITIES:

Sanitation workers engaged by the contractor shall not take part in any staff union and association activities while on duty in the premises of the Department.

14. EMPLOYMENT/RESIDENCE:

14.1. The Department shall not be under any obligation for providing employment to any of the worker of the Contractor after the expiry of the contract. Further, as the contract is primarily for providing services, hence the department will not be considered as the principal employer of the contractor's employees. Any relationship of employer-employee that exists will be between the Contractor and the personnel engaged by it.

14.2. The Department shall not be responsible for providing residential accommodation to any of the employees of the Contractor.

15. PAYMENT:

15.1. The successful tenderer / agency would ensure that the wages of its employees is paid by them before 7th of the succeeding month as per the Minimum Wages Act at the prevailing rates as prescribed by the Labour Commissioner (Central) from time to time and after considering the statutory deductions. The payment has to be made by way of RTGS / NEFT / cheque payable in the Bank account of the concerned employees of the contractor and such payment would be verified by the in-charge (official of this office) of the said section of the Cantonment Board.

15.2. The successful tenderer/agency is required to produce the bill for necessary payment by this office only after such payment is effected in a particular month by them along with the attendance sheet, pay bill showing the payment made to its employees along with their signatures both duly signed by the successful tenderer / agency and countersigned by the in-charge (official of this office) of the said section, statement showing remittance of ESI, EPF with EPF No. of employees, GST if any and bank transfer statement duly showing the amount transferred in each manpower account duly countersigned by the successful tenderer / agency.

15.3. The successful tenderer /agency would ensure that the wages of its employees are paid on time every month at least upto 03 months, even if Cantt. Board Ayodhya delays payment of bills due to any Administrative exigency.

16. OVERPAYMENT / UNDERPAYMENT:

16.1. If as a result of post payment audit or otherwise, any overpayment is detected in respect of any work done or alleged to have been done by the Contractor under the contract, the Contractor shall pay back the overpayment and it shall be recovered by the Department from him.

16.2. If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Department.

The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Department etc.

17. TAX OBLIGATION OF THE CONTRACTOR:

17.1. The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same such as income tax and service tax. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Department fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

17.2. Income tax shall be deducted at source by the Department from all the payments made to contractor according to the Income tax Act, unless valid and complete documents for IT exemption are submitted by the contractor prior to release of payment. A certificate shall be provided by Department to the contractor for any tax deducted at source.

17.3. The contractor shall bear all taxes and duties etc. levied or imposed on the Contractor under the Contract including but not limited to Service Tax, VAT and all Income Tax levied under Income Tax Act, 1961 or any amendment thereof during the entire contract period i.e. on account of services rendered and payments received from Department under the Contract. It shall be responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose.

17.4. The Contractor agrees that he and his team shall comply with the Income Tax Act in force from time to time and pay Income Tax, as may be imposed/levied on them by the Tax Authorities, for the payments received by them for the services under the contract.

17.5. If the contractor fails to submit returns/pay taxes in times as stipulated under applicable Indian/state tax laws and consequently any interest or penalty is imposed by the concerned authority, the Contractor shall pay the same. The Contractor shall indemnify Department against any and all liabilities or claims ar

ising out of this contract for such taxes including interest and penalty that any such tax authority may assess or levy on the contractor.

18. DISPUTE RESOLUTION:

If any dispute arises on any account during the subsistence of the contract or otherwise, the same shall be referred to the Board, as per Section 325 to 330 of the Cantonments Act, 2006 and the decision of Board will be binding on both the parties.

19. COMMITTEES OF ARBITRATION

Cantonments Act, Section 325. Application for a Committee of Arbitration.—In the event of any disagreement as to the liability of a Board to pay any compensation under this Act, or as to the amount of any compensation so payable, the person claiming such compensation may apply to the Board shall for the reference of the matter to a Committee of Arbitration, and the Board shall forthwith proceed to convene a Committee of Arbitration to determine the matter in dispute.

Cantonments Act, Section 326. Procedure for convening Committee of Arbitration.—When a Committee of Arbitration is to be convened, the Board shall cause a public notice to be published stating the matter to be determined, and shall forthwith send copies of the order to the District Magistrate, and to the other party concerned, and shall, as soon as may be, nominate such members of the Committee as it is [441 r Sec. 329] The Cantonments Act, 2006 [121 entitled to nominate under section 327, and by notice in writing call upon the other persons who are entitled to nominate a member or members of the Committee to nominate such member or members in accordance with provisions of that section.

Cantonments Act, Section 327. Constitution of the Committee of Arbitration. —

- (1). Every Committee of Arbitration shall consist of five members, namely:
 - a. Chairman who shall be a person not in the service of the Government or the Board, and who shall be nominated by the Officer Commanding the Station;
 - b. two persons nominated by the Board;
 - c. two persons nominated by the other party concerned.

(2). If the Board or the other party concerned or the Officer Commanding the Station fails within seven days of the date of issue of the notice referred to in section 326 to make any nomination which it or he is entitled to make or if any member who has been so nominated neglects or refuses to act and the Board or other person by whom such member was nominated fails to nominate another member in his place within seven days from the date on which it or he may be called upon to do so by the District Magistrate, the District Magistrate shall forthwith appoint a member or members, as the case may be, to fill the vacancy or vacancies.

Cantonments Act, Section 328. No person to be nominated who has direct interest or whose services are not immediately available

(1). No person who has a direct interest in the matter under reference, or whose services are not immediately available for the purposes of the Committee shall be nominated a member of the Committee of Arbitration.

(2). If, in the opinion of the District Magistrate any person who has been nominated has a direct interest in the matter under reference or is otherwise disqualified for nomination or if the services of any such person are not immediately available as aforesaid and if the Board or the other person by whom any such person was nominated fails to nominate another member within seven days from the date on which it or he may be called upon to do so by the District Magistrate, such failure shall be deemed to constitute a failure to make a nomination within the meaning of section 327.

Cantonments Act, Section 329. Meetings and powers of committee of Arbitration

(1). When a Committee of Arbitration has been duly constituted, the Board shall, by notice in writing inform each of the members of the fact, and the Committee shall meet as soon as may be thereafter.

(2). The Chairman of the Committee shall fix the time and place of the meetings and shall have power to adjourn any meeting from time to time as may be necessary.

(3). The Committee shall receive and record evidence, and shall have power to administer oaths to witnesses, and on requisition in writing signed by the Chairman of the Committee, the District Magistrate shall issue the necessary processes for the attendance of witnesses and the production of documents required by the Committee and may, enforce the said processes as if they were processes for attendance or production before himself. 122 The Cantonments Act, 2006 [Sec. 330

Cantonments Act, Section 330. Decisions of Committee of Arbitration:

(1). The decisions of every Committee of Arbitration shall be in accordance with the majority of votes taken at a meeting at which the Chairman and at least three of the other members are present.

(2). If there is not a majority of votes in favour of any proposed decision, the opinion of the Chairman shall prevail.

(3). The decision of a Committee of Arbitration shall be final and shall not be questioned in any court.

20. PERFORMANCE SECURITY:

The successful Bidder shall furnish Performance Security to the Department within the time as decided by the Deptt. before signing the Contract which shall be equal to 05% of the total value of the Contract and shall be paid through self-ge

neration challan of e-chhawani portal OR in the shape of FDR in favour of Chief Executive Officer, Cantonment Board Ayodhya which would be remain with the Board for a period of one year beyond the date of completion of all contractual obligations.

The Authority /Board/ Department in its discretion may forfeit the entire Performance Security in all such cases, and not limited to following cases, where

- (i) There is considerable loss of property due to theft or damage or recurrence of theft
- (ii) There are instances of exploitation/coercion of the Sanitation Personnel like underpayment, duty hours beyond the prescribed limits in statute etc.
- (iii) There is material violation of any of the contract conditions as per this bid document.
- (iv) There is an event of default
- (v) The Contractor after giving its consent for extension of contract period, later refuses to accept extension of contract period or fails to perform during the extended period.

21. TERM AND EXTENSION OF CONTRACT :

The contract is for a period of 01 year extendable for another 01 year from the date of signing of the contract which can be further extended for a period of 3 months and maximum of upto 6 months in case of exigency and unavoidable circumstances on the same terms and conditions on satisfactory performance and mutual consent.

At least one month prior to the end of term / extended period, the Board may seek consent from the Contractor for extension of contract period. The Contractor shall intimate its consent in writing within one week of receipt of the letter from the CEO/Board. In case Contractor gives its consent and agrees for extension contract period, shall not be permitted to withdraw its consent. In case Contractor refuses or fails to perform during the extension period granted by the Board upon receipt of the consent, the Performance Security is liable to be forfeited as damages and compensation without and without prejudice to any other right or remedy which the Board may have under the Bidding Documents, the Agreement or under applicable law, including blacklisting / debarment of the Firm.

22. TERMINATION:

The Board may terminate this Contract in whole or in part by giving the Contractor a prior and written notice of one month indicating its intention to terminate the Contract for any reasons whatsoever but not limited to following circumstances only:

- (1). Where the Board is of the opinion that there has been such event of fault on the part of the Contractor/Contractor's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Contractor to respect any of its commitments with regard to any part of its obligations under this Contract. Where it comes to the Board attention that the Contractor is in a position of actual conflict of interest with the interests of the Board, in relation to any of terms under this Contract.

- (2). Where it comes to the Board attention that the contractor furnished incorrect or false information at any time.
- (3). Termination by default: The following deficiencies in performance of contract shall constitute default by contractor and shall make him liable for termination of contract.
 - a. Where the contractor has failed to submit any of the statutory documents related to EPF, ESI, Service tax or any other document required to be submitted by contractor as per contract agreement for three months in a row.
 - b. Where the contractor gives a notice of withdrawal of services with less than three months' notice period
 - c. Non disbursement of wages for a continuous period of two months.
 - d. In case of any breach or violation of conditions of the tenders / agreement a fine as specified in the penalty clause of this document will be charged at the first instance and on subsequent violation the services will be terminated.

CONSEQUENCE OF TERMINATION BY DEFAULT:

In case of termination of contract by default in any of the above situations the contract shall be terminated by the Board along with forfeiture of performance security and debarment / blacklisting for a period upto 4 years. Any such termination shall have a notice period of three months during which the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Department shall either appoint an alternative agency or create its own infrastructure to operate such Services as are provided under the Contract

- a. Termination for insolvency: the Board may at any time terminate the Contract by giving written notice to him, without compensation, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Board.
- b. The Contractor may, subject to approval by the Board, terminate this Contract before the expiry of the term by giving the Board a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.
- c. The Contractor's events of defaults shall also include the following: -
 - a) The Contractor fails to maintain Performance Security or replenish in event of partial/full appropriation.
 - b) The service level specifications as laid down in the agreement are not met by the Contractor.

23. TOLERANCE CLAUSE:

Ayodhya Cantonment Board may increase/decrease workers up to an ex

tent of 50% as per the requirement if situation arises during the entire period of contract and the contractor shall provide the same or act accordingly on the written demand from Ayodhya Cantonment Board and shall be paid proportionately and no objections in this regard shall be entertained from the contractor or by Ayodhya Cantonment Board.

Section 5: Special Conditions of Contract and Service Levels

1. GENERIC

The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract or during the contract. Bidders are bound to accept the revised quantity or duration.

2. ANTECEDENT VERIFICATION

Before deploying the sanitation workers, the contractor shall provide the curriculum vitae(CV) of the personnel to be deployed. The CV will contain such information as name, age, parentage, permanent and present residential addresses, marital status and contact details of next of kin, UIDAI number, photograph, aadhar linked account number.

The contractor shall inform the Department in writing the antecedents of the personnel to be deployed has been verified and further the copies of the police verification will be submitted within one month. The contractor will submit the ESI No., EPF No. (issue ID Card to their deployed workers showing EPF and ESI No. on ID Card with the name and address of contractor/firm), photograph of deployed worker attested by authorized signatory of the firm, Name of the Bank with account No., IFSC Code, Branch address etc within one month of deployment.

3. UNIFORM / DRESS AND IDENTITY CARD:

The personnel engaged by the contractor shall be dressed in neat and clean uniform with proper Identity Cards showing EPF No. and ESI No. of worker, failing which a penalty as per penalty clause of this document will be imposed on the Contractor. Habitual offenders in this regard shall be withdrawn from the deployment. The penalty on this account shall be deducted from the Contractor's bills. (**While quoting the financial bid, the contractor is advised to properly factor in the cost towards the uniform / dress and Identity Cards**).

4. DISCIPLINE AND COURTESY

The personnel engaged have to be courteous with pleasant mannerism in dealing with the department officials and members of public and should project an image of utmost discipline. The Department shall have right to have any person removed in case of staff complaints or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases.

The Chief Executive Officer have full power and without giving reason may order to immediately cease to engage authorized representative, servant, workman

employee whose continued employment in his opinion is undesirable, and the decision of the Chief Executive officer will be final in this respect.

5. BILL AND ITS PAYMENT:

5.1. The Contractor will raise month wise bill for the service provided at the rate as agreed and accepted by the Board. Deductions from the monthly agreed amount will be made for the duty absentees.

5.2. The contractor will submit the bill of preceding month after disbursement of wages to the workers as per labour laws for the month for which bill is raised, by 15th of every month, bill must be completed in all respects as per checklist.

S.No.	Name of Documents
1.	Bio-metric attendance sheet. #Manual attendance.
2.	Wages Sheet
3.	Wages disbursed by firm to the deployed workers.(copy of Bank Statement)
4.	EPF challan & Confirmation sheet of individual worker.
5.	ESI challan& Confirmation sheet of individual worker.

Note: -#Bio-metrics/AEBAS (Aadhar Enabled Bio-metric attendance System) machine and required software/ hardware/ power backup system should be arranged by contractor. No payment shall be made by Cantt. Board Ayodhya regarding device/software. Manual attendance should be accepted with proper justification and permission of CEO Cantonment Board.

5.3. Likewise, the Contractor shall also submit the details of statutory payments such as EPF, ESI etc. in support of having deposited such requisite statutory payments compliant to Labour Laws at admissible rates along with monthly bill. The Contractor shall not mix-up the statutory payments of one Government Department with another department so that there is complete clarity about the department to which the statutory payments relate. If the Contractor fails to submit the proof satisfactorily, further release of statutory payments shall be withheld till the matter is clarified.

5.4. Payments to the Contractor shall be made by Electronic transfer to the contractor’s account for which purpose the Contractor shall furnish the complete Bank account details.

5.5. Any damage or loss caused by Contractor’s personnel to the Department in whatever form or any penalties imposed on the Contractor would be recovered from the Contractor from its running bill or dues or against the performance guarantee.

6. SERVICE LEVEL SPECIFICATIONS & PENALTY:

Process	Service Level Specification	Penalty
---------	-----------------------------	---------

1. Deploying adequate number of Sanitation & House-keeping personnel/Supervisor	The contractor will provide adequate number of Sanitation & House keeping personnel/supervisor for meeting the service requirement of the Board	Rs.100/- for every instance when the deployment is found to be different or if employee found absent in the field after marking his presence.
2. Sanitation & Housekeeping personnel to report in uniform.	Approved uniform design with name badge	Rs.100/- for every member of Sanitation personnel not found in prescribed uniform.
3. Misconduct / misbehaviour/ indiscipline by the Sanitation	(i) Sanitation personnel should be courteous to the public, staff and disciplined. (ii) They should not smoke and spit on the roads/open areas etc. (iii) They should maintain cleanliness and hygiene.	Rs.100/- for every instance for every employee.

All the penalties will be imposed on the contractor and shall be recovered either by way of adjusting against arrears of payments or running bills or through direct payments.

7. PENALTY

7.1. In addition to the penalty mentioned in clause 2 & 5 above, the following penalties may also be imposed on the Contractor

7.2. In case the Contractor fails: -

7.2.1. To commence/execute the work as stipulated in the agreement, or

7.2.2. If the performance continues to be unsatisfactory even after giving it a notice for putting the things in order for satisfactory performance by specified date as mentioned in the notice, or

7.2.3. If he does not meet the statutory requirements of the contract even after giving it a notice for putting the things in order to meet the statutory requirements by specified date as mentioned in notice, Department reserves the right to impose the penalty as detailed below:

7.2.3.1. For delay upto 4 weeks from the date of first notice, penalty will be imposed at the rate of 20% of the daily contract value calculated for each day of delay for a period upto maximum 4 weeks time for any of the defaults mentioned above.

7.2.3.2. For delay beyond 4 weeks and upto 8 weeks from the date of first notice, penalty will be imposed at the rate of 30% of the daily contract value calculated for each day of delay in addition of penalty at point (i).

7.2.3.3. For delay beyond 8 weeks from the date of first notice the department in addition to imposing penalties at the rate as mentioned in (i) & (ii) above, reserves the right to cancel the contract and get the job carried out from other sources. The additional financial implication in this regard, if any, may be recovered from the defaulting Contractor. The Contractor may also be black listed for a period up to maximum 4 years and his performance security deposit may be forfeited, if so warranted.

7.2.3.4. The Department may forfeit the performance security of the co

ntractor in case of any of the defaults.

7.3. Before imposing any of the above penalties, the contractor shall be given a proper notice/show cause notice by the Department before taking a decision for imposing penalty and communicate to him the decision so taken. If no reply received within the stipulated time given in the notice department will proceed with the imposition of penalty.

7.4. **Notwithstanding anything contained in this document, in case of non-compliance with any of the terms and conditions by the contractor, the Board, may debar the contractor for a period up to 4 years from participation in any bidding process for the outsourced services. Before any such debarment action is taken, the contractor will be given a show cause notice, mentioning therein the reasons and the action intended to be taken.**

8. WAGE DISBURSAL:

8.1. The successful tenderer / agency would ensure that the wages of its employees is paid by them before 7th of the succeeding month as per the Minimum Wages Act at the prevailing rates as prescribed by the Labour Commissioner (Central) from time to time and after considering the statutory deductions. The payment has to be made by way of RTGS / NEFT / cheque payable in the Bank account of the concerned employees of the contractor and such payment would be verified by the in-charge (official of this office) of the said section of the Cantonment Board.

8.2. The Contractor shall pay to the personnel deployed at such rates which should not be less than the minimum wage prescribed for unskilled category plus admissible EPF (including EDLI), ESI & Bonus calculated at the prevailing rates as per rules.

8.3. In order to safeguard against the possible underpayment to the workforce by giving them less than what are mandatorily and statutorily required to be paid, it is mandatory that the Contractor shall disburse the wages every month through the ECS. (Electronic cash transfer) only.

8.4. The successful tenderer /agency would ensure to pay wages on time every month to all its employees/labour at least upto 03 months, even if Cantt. Board Ayodhya delays payment of bills due to any Administrative exigency.

9. RISK PURCHASE:

9.1. In the event of the Contractor failing to provide the requisite services as per the contract the Department reserves the right to procure the services from any other source at the cost of the Contractor. The Department shall retain the right of forfeiture of the performance security and the outstanding claims or any other actions as deemed fit.

9.2. The successful agency will be levied penalty from his monthly bills, final bill or Security Deposit, as the case may be before any default during the contract period. For any loss, theft, mishap or any damage to the Board's property due to negligence or dereliction of duties by its employees or any of his agent/authorized representative which will be recovered at his risk and cost and adjusted in any of his payment due. In addition to the above, the Chief Executive Officer / Board have all rights to deduct or retain any of his payment in case of unsatisfactory performance on site.

10. MINIMUM WAGES REVISION:

In the event of revision of statutory minimum wages by Government authorities / Labour department, the contractor shall be paid at the revised rates.

Cantonment Board Ayodhya reserves the right to withdraw / relax/ amend any of the terms and conditions mentioned above without assigning any reason there for so as to overcome any problem that may arise at a later stage.

11. LEGAL CLAUSE

#Any dispute or legal proceeding arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the District Court at Ayodhya only.

Annexure-A

Pre-Qualification Criteria for Outsourcing of Manpower Contracts for Cantonment Board Ayodhya:

1. Copy of experience certificate in the three years of similar work in Govt. Dept./Municipal body/PSU's/Autonomous Bodies (i.e. F.Y. 2022-23, F.Y. 2023-24 & F.Y. 2024-25).
2. PAN Card of the firm / Individual/Partnership firm/Agency.
3. GST Registration of the firm / Individual/Partnership firm/Agency.
4. Income Tax Returns filed for 3 years (i.e. F.Y. 2022-23, F.Y. 2023-24 & F.Y. 2024-25).
5. The firm/bidder must have average turnover of 80% (i.e. 80 % of Bid Estimated Value) for 3 years (i.e. F.Y. 2022-23, F.Y. 2023-24 & F.Y. 2024-25).
6. Copy of at least **one** completed work order/project involving a minimum contract value of at least **80% of the estimated contract value**, or **two** completed work orders/projects involving a minimum contract value of at least **50% of the estimated contract value** each, or **three** completed work orders

rs/projects involving a minimum contract value of at least **40% of the estimated contract value** each, for providing similar services in Government Departments / Municipal Bodies / PSUs / Autonomous Bodies during the three financial years (i.e., F.Y. 2022-23, F.Y. 2023-24 & F.Y. 2024-25).

7. The firm/bidder must have minimum of 40 % (i.e. 40% on Bid Estimated Value) of solvency certificate issued from the Nationalized/Scheduled Banks.
8. Copy of Employees Provident Fund Registration.
9. ESIC Registration Code No. and Certificate.
10. Indemnity Bond notarized cum Affidavit of Non Blacklisting duly signed by the bidder/tenderer as per Annexure-B,
11. Qualifying bid document (Annexure 'C') duly signed by the tenderer.
12. Scanned copy of Undertaking and Integrity Pact (Annexure 'D') duly signed by the tenderer on each page.
13. Scanned copy of transaction regarding EMD.
14. Copy of Labour Licence

ANNEXURE - B

AFFIDAVIT CUM INDEMNITY BOND (NOTARIZED)

I/We,..... Age about.....years, occupation Residing at.....
..... proprietor/Partner
/Director of the firm namely..... having its Office at
..... do hereby execute this Undertaking cum Indemnity Bond as under:

That I/We have not been convicted by any Competent Court of Law in or
outside India,

That I/We are not a defaulter of dues of the Cantonment Board.....
.....

That my firm/our firm/I/We have not been blacklisted by any organization
due to my/our non-performance of any of the contract till date.

That I/We have filled in the Tender for engagement of an agency/contractor
for providing labours (conservancy safaiwalas) for sweeping within the limits
of..... Cantonment area vide my tender document dated.....

..... after understanding the scope of work and conversant with the terms and conditions

That I/We have filed certified copies of relevant documents as per tender form. That I/We have also filled in necessary information about me / my firm / company which is true and correct to the best of my knowledge belief and information.

That if any information is found false/incorrect/wrong then in that case Cantonment board,will have the right to reject my tender/terminate my contract without giving any notice and forfeit my earnest money / Security Deposit as the case may be and I/We will be liable to compensate the Cantonment Board,..... for any loss which is likely to be suffered by the Board on account of such termination for contract

Hence, I/We have executed this Affidavit cum Indemnity Bond on the day and year written here below.

What is stated above is true and correct to the best of my knowledge, belief and Information.

Signed at..... on this.....day of.....2024.

(Deponent)

Identified by.....

Advocate:

(Note: The aforesaid should be duly executed on a non-judicial stamp paper of appropriate value)

ANNEXURE - C

DECLARATION ON QUALIFYING OF BID DOCUMENT

1. Name of the tenderer :
 2. Address (with Tel No., Fax No.) :
 3. Name & Address of the Proprietor/
Partners/Directors (With Mobile No.) :
 - 4 Contact Person (s) (with mobile number) :
 5. No of years of experience (Firm/Partnership) :
 6. Permanent Account Number (PAN) :
 - 7 Details of Bank Account of tenderer. :
-
- a) Name of Bank :
 - b) Branch :
 - c) Account No :

d) Branch Code :
e) IFSC Code :
f) MICR No. :

8. Details of EMD

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case any deviation is found in above statement at any stage. I/We will be liable for any legal action/ blacklisting and will not have any dealing with the Department in future.

(Signature of Authorized Signatory with Date)

ANNEXURE 'D'

UNDERTAKING ON INTEGRITY PACT

Date:

To

The Chief Executive Officer,
Cantonment Board Ayodhya,

Sub: Procurement of.

Ref: Tender No. & Date,

- We (The Bidder/Contractor) confirm acceptance and compliance with the Integrity Pact in letter and spirit.

- We (The Bidder/Contractor) confirm that the Integrity Pact is signed without any variation (or) modification.
- We (The Bidder/Contractor) agree that the Integrity Pact is deemed as part of NIT/Contract and we are bound by its provisions for the entire Pact duration as per Section 9 of the enclosed Integrity Pact format.
- In case, if we (The Bidder/Contractor) fails to honour the above conditions, the CEO shall have absolute right to take action as per Section 3 of the enclosed Integrity Pact format.

Yours faithfully,

(BIDDER)

ANNEXURE-E

INTEGRITY PACT

Between

Cantonment Board Ayodhya here in after referred to as "The Principal".

and

.....here in after referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contract(s).

In order to achieve these goals, the Principal has appointed Independent External Monitors (IEMs) who will

monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the Principal personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an additional advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

3) In case of any such preceding misconduct on the part of official(s) is reported by the Bidder to the Principal/Owner wilful and verifiable facts and the same is prima facie found to be correct by the Principal/Owner, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the Principal/owner and such a person shall be debarred from further dealing related to the tender/contract process. In such a case while an inquiry is being conducted by the Principal/Owner the tender process/proceedings under the contract would not be stalled.

Section 2 Commitments of the Bidder(s)/Contractor (s)

1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission of non-cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

(e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

(4) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. Complaint will be processed as per Guidelines for Handling Complaints in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be constructed as a violation of Integrity Pact.

Section 3- Company Code of Conduct

Bidders are advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the Implementation of the code of conduct throughout the country.

Section 4 contracts Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contract(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per "Guidelines on Debarment of firms from Bidding" issued by Procurement Policy Division, Ministry of Finance, Department of Expenditure, Government of India from time to time.

Section 5-Sanction for Violation

Any breach of the aforesaid provisions is by the Bidder or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal/owner to take all or any one of the following actions, wherever required:-

- i. Technical bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.
- ii. Financial bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.
- iii. The Earnest Money Deposit shall stand forfeited either fully or partially, as decided by the Principal/Owner, in use contract is not awarded to the Bidder and the Principal/Owner shall not be required to assign any reason therefore. For enlisted contractors an amount less than or equal to Earnest Money Deposit as decided by the Principal/Owner shall be deducted from any amount held with the Department/any payment due.
- iv. To immediately cancel the contract, if already concluded/awarded without any compensation to the Bidder.
- v. To encash the Performance Security furnished by the Bidder.
- vi. To cancel all or any other Contract(s) with the Bidder.
- vii. To temporarily suspend or temporarily debar/permanently debar the Bidder as per the extant policy.
- viii. If adequate amount is not available in the present tender/contract, the deficient amount can be recovered from any outstanding payment due to the Bidder from the Principal/Owner in connection with any other contract for any other works/services.
- ix. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder,

either directly or indirectly, is closely related to any of the officers of the Principal/Owner, or alternatively if any close relative of an officer of the Principal/Owner has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of submission of tender. Any failure to disclose the Interest involved shall entitle the Principal/owner to debar the Bidder from the bid process or rescind the contract without payment or any compensation to the Bidder. The term close relative for this purpose would mean spouse whether residing with the Government servant or not, but does not include a spouse separated from the Government servant by a decree or order of a competent Court, son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law, any other person related, whether by blood or marriage, to the Govt servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

x. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Owner and if he does so, the Principal/Owner shall be entitled forthwith to cancel the contract and all other contracts with the Bidder.

(2) The decision of the Principal/Owner to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder. However, the Bidder can approach the Independent External Monitor(s) (IEMs) appointed for the purposes of this Pact.

Section 6-Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3. or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 7-Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process

(2) If the Bidder makes Incorrect statement on this subject, he can be disqualified from the tender process or and if already awarded, same can be terminated for such reason.

Section 8- Equal treatment of all Bidder/Contractors/Subcontractors

(1) In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor. In case of subcontract (only when the contract provide for sub contracting) the clause is applicable.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 9 Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractors(s)/ Subcontractors (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 10-Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the DGDE.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest. In case of any conflict of interest arising at a later date, the IEM shall inform DGDE and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the DODE within 4 to 6 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations
- (8) If the Monitor has reported to the DGDE a substantiated suspicion of an offence under relevant IPC/PC Act and the DGDE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 11-Pact Duration

- (1) This pact begins when both parties have legally signed it. It expires for the Contractor after the last payment under the contract, or till defect liability period and for all other Bidders after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future dealings
- (2) If any claim is made/lodged after expiry of this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by DGDE.

Section 12-Dispute Settlement Mechanism

- (1) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose.
- (2) In case, the dispute remains unresolved even after mediation by the panel of IEMS, the organization may take further action as per the terms & conditions of the contract.
- (3) The fees for such meetings shall be same as fee payable to IEMs otherwise and in addition to the fees for the regular meeting of IEMs, to be held otherwise and over and above the ceiling of Rs. 3,00,000/- annually, to be calculated as per calendar year. The travel and stay arrangement for such meetings shall be equal to that of Independent Board Member of the organization concerned. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

Section 13- Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine the Books of Account of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 14- Law and Place of jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction in the seat of the Principal/Owner

Section 15 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Section 16-Signing of Integrity Pact on behalf of Bidder

- (a) Proprietorship Concern- The Integrity Pact must be signed by the proprietor or by an authorised signatory.
- (b) Partnership firm - The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.
- (c) Limited Liability firm The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.
- (d) Private Limited/Limited Company- The Integrity Pact must be signed by signed by a representative duly authorised by Board resolution.
- (e) Joint Venture - The Integrity Pact must be signed by all partners and members to joint Venture or by one or more partner holding power of attorney signed by all partners and members to the Joint Venture.

Section 17- Other provisions

1. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions
2. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs
- (3) Changes and Supplements as well as termination notices need to be made in writing.

Section 18- Independent Monitors

The MoD in consultation with the Central Vigilance Commission (CVC) has appointed the following Independent External Monitors (IEMs) to oversee the implementation of the Integrity Pact for DGDE-

(a) Shri R, Mukundan, IRPS(1984)(Retd),
A,204, Casagrad Aristo,
No.5, Noble-1 Street, Alandur,
Chennai-600016
Email Id: r.mukundan29@gmail.com

(b) Dr. Sarat Kumar Acharya, CMD, NLCIL(Retd),
203, 2nd Floor, Tower-5, Vipul Gardens,
Ghatikia, Bhubaneswar-751003(Odisha)
Email id: sarat777@rediffmail.com

(for & behalf of the Principal)
Seal)

(For & behalf of Bidder/Contractor)
(Office Seal)

(Office

Place:

Date:

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

ANNEXURE 'F'

<u>CANTONMENT BOARD AYODHYA , SANITATION BRANCH STAFF</u>				
01	Conservancy staff	50 Nos.	Un-Skilled	-----
02	Multitask staff	29 Nos.	Semi-Skilled	10 th Passed
03	Clerk	01 Nos.	Skilled	12 th Passed with C CC course with Hind i typing 25 w.p.m & English typing 30 w. p.m

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xx/-

Board,Ayodhya

Chief Executive Officer

Sdxxxxx
C

Cantonment

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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](#), 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 कार्यवाई 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---