

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	09-03-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-03-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Military Affairs
संगठन का नाम / Organisation Name	Indian Army
कार्यालय का नाम / Office Name	*****
वस्तु श्रेणी / Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Watch and Ward
अनुबंध अवधि / Contract Period	11 Month(s) 6 Day(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
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) *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	7
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	6729629.28
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	131200

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).	13

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कटेगरी 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 :

DCWE (Contracts)

CWE Air Force South Bangalore, Department of Military Affairs, Indian Army, Ministry of Defence
(Lt Col Ashish Sharma)

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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

2. 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.

3. 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.

4. 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.

5. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to

Emergency procurement of critical products/services.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope Of Work For the Service:[1770366640.pdf](#)

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Watch And Ward (16)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Watch and Ward
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 65 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	NA
Is Geographical presence of the Service Provider registered office is 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	Dress Allownce

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

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

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Bangalore	16	<ul style="list-style-type: none"> • Tenure/ Duration of Employment (in months) : 11 • Basic Pay (Minimum daily wage) : 981 • Provident Fund (INR per day) : 65 • EDLI (INR per day) : 0 • ESI (INR per day) : 0 • EPF Admin charge (INR per day) : 0 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0 • Number of working days in a month : 30

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

1. Generic

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

OUTSOURCING SERVICES FOR SECURITY OF LOGISTIC INSTALLATION IN NON-SENSITIVE AREAS IN MES OFFICES OF HQ CE (AF) BANGALORE, C WE (AF) SOUTH BANGALORE

& GE (M) (AF) JALAHALLI

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TERMS AND CONDITIONS

1. The **CWE (AF) (South) Bangalore** shall be the Accepting Officer he re-in-after referred to as such for the purpose of this contract. 'Engineer-in-cha

‘rge’ wherever appearing in this document here-in-after shall refer to the Engineer appointed by Garrison Engineer to supervise execution of this work.

2. This document shall be read in conjunction with the inbuilt Service Level Agreement for Manpower Outsourcing Services based on Minimum Wages on Government e-Marketplace (hereinafter referred to as GeM). In case any provision made in this document is at variance with provisions of ibid in-built Service Level Agreement, the former shall take precedence.

3. The services are to be provided at **GE (M) (AF) Jalahalli , CWE (AF) (S) Bangalore and HQ CE (AF) Bangalore**. The period of completion for the entire work under this contract shall be **11 Months** from the date of commencement of work as per work order No 1 to be placed by **GE (M) (AF) Jalahalli**.

4. Bidders are required to get fully acquainted with the scope of work as catered for in the above mentioned table. In the event of any doubt the bidder shall use Technical Clarification period provided in GeM portal for clarification of any doubt or anomaly noticed in the tender document. No claim or submission whatsoever shall be entertained at a later date for any misunderstanding or ambiguous provision in service agreement.

5. The Service Provider will ensure that proper safety/security measures are taken by his staff and he shall be entirely responsible for any accident occurring to any of the person deployed. The department will not be responsible in any way for any compensation on this account. Any compensation granted/ liable to be paid to any person for injury/ death due to failure of lift shall be the responsibility of Service Provider.

6. ‘One shift’ shall mean 8 working hours for the purpose of this contract.

7. Consequent upon the provision of section 51 of the Goods and Service Tax Act coming into force w.e.f. 01 Oct 2018 circulated vide E-in-C’s Branch letter No. 66546/Manual/GST/168/E8 dt 26 Sep 2018, 2% GST shall be deducted at source as notified/specified in the Government Of India, Ministry Of Finance , Department of Revenue letter No F. No. S. 31011/11/2018-ST-I-DoR dt. 14 Sep 2018.

8. Bidder’s further attention is invited to note the following:

- a) Service Provider shall take all precautionary measures to avoid any inconvenience to the users. The site of work shall be left clean and tidy after day’s work. No obstruction to passage shall be made by dumping materials during progress of work.
- b) Any damage caused to any existing structure, etc., due to bad workmanship/ negligence of his workers shall be rectified/ replaced by the Service Provider at his own expenses to match with the existing surfaces. Decision of GE in this regard shall be final and binding.

9. MES enlisted Service Providers having **enlistment in class ‘C’** and above may apply for the bid. Technical bids of such bidders shall be considered for opening of Financial bids if they are not carrying any adverse remarks i

n latest work load return of competent authority. Bidders enlisted in lower category or not enlisted in requisite category shall be treated at par with other GeM registered bidders and shall have to prove eligibility in technical evaluation based on work experience and turnover criteria provided in the GeM portal.

10. PERFORMANCE SECURITY

- (A) Within 28 days of receipt of the letter of acceptance, the successful Service Provider shall deliver to the accepting officer a performance security for an amount equivalent to 5% of the contract sum. The Performance Security shall be in favour of Accepting Officer and shall be in any of the form mentioned below:-
- (B) Bank Guarantee Bond in the prescribed form
- (i) If the performance security is provided by the successful Service Provider in the form of a Bank Guarantee, it shall be issued by Nationalized / scheduled Indian Bank but its confirmations shall be done only from the Head Office of the Bank.
- (ii) The period of validity of the Bank Guarantee Bond against Performance Security shall be initially valid upto one month beyond scheduled date of completion of work. In case final bill is not paid during this period, the Service Provider shall get the validity of Performance Guarantee extended to cover such enlarged time required for payment of final bill.
- (iii) If any recovery is outstanding against the Service Provider, release of Bank Guarantee shall be subject to compliance of procedure for effecting the recovery/ withholding the dues as per extant rules of the department.
- (C) Government securities, FDR or any other Government Instruments stipulated by the Accepting Office.
- (i) In case a fixed deposit receipt of any bank is furnished by the Service Provider to the Government as Performance Guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Service Provider and Service Provider shall forthwith on demand furnish additional security to the Government to make good the deficit.
- (D) Work Order No 01 shall be placed only after submission of Performance Security of adequate value by the Service Provider.
- (E) Failure of the successful Service Provider to comply with the requirement of sub-clause 10.1 above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Mo

ney. In case of MES enlisted Service Provider, amount equal to the Earnest Money stipulated in the Notice Inviting Tender, shall be notified to the tenderer for depositing the amount through MRO. Issue of tender to such tenderers shall remain suspended till the aforesaid amount equal to the Earnest Money is deposited in Government Treasury.

- (F) All compensation or other sums of money payable by the Service Provider to the government under the terms of this contract or under any other contract with Government may be deducted from, or paid by the sale of a sufficient part of the performance Security of form the interest arising there from or from any sums which may be due to become due to the Service Provider by the event of his performance security being reduced by reason of any such deduction, or sale as aforesaid, the Service Provider shall within ten days thereafter make good in cash or securities, endorsed as aforesaid any sum or sum which may have been deducted from or realized by the sale of his Performance Security or any part thereof.
- (G) Government shall not be responsible for any loss of securities or any depreciation in the value of securities while in their charge nor for loss of interest thereon.
- (H) In the event of contract being cancelled on account of Service Provider's default the Performance Security shall be forfeited in full and shall be credited into Consolidated Fund of India.

11. Refund of performance security

The performance Security Deposited shall be refunded to the Service Provider after the taking over installation/ Office/ Work place etc or 60 days from the date of completion whichever is earlier by the Accepting Officer provided always the Service Provider shall first have been paid the final bill and have rendered a No-Demand Certificate (IAFW-451). Immediately after expiry of Defect Liability Period, GE concerned shall check and ascertain the position of final bill.

- (a) In case final bill has been paid, Service Provider shall be asked to submit the NO Demand Certificate (IAFW-451), if not already submitted by him. After submission of No Demand Certificate (IAFW-451), AGE shall intimate to the Accepting Officer within a week who shall release the bond duly discharged to the Service Provider. Accepting Officer shall ensure that no delay occurs in releasing the Bank Guarantee Bond.
- (b) In case final bill has not been paid, the status thereof shall be ascertained by Accepting Officer and effort shall be made to get it cleared within Two months of expiry of Defect Liability Period. After clearance and payment of final bill, Service Provider shall be asked to submit the No Demand Certificate (IAFW-451), if not already submitted by him. After submission of No Demand Certificate (IAFW-451) and on receipt of the same, Accepting Officer shall release the Bond duly discharged to the Service Provider without any delay.

12. On account of unprecedented situation prevailing due to COVID 19 pandemic

mic, entry and working conditions inside defence area are subject to various restrictions and regulations which may be imposed by station authorities from time to time in order to curb the spread of disease. The Service Providers shall be responsible for ensuring Covid appropriate behavior in tandem with guidelines circulated by station authorities and Central/State Government amongst their workmen. Workmen entry shall be subject to proper precautions, distancing with explicit permission and supervision of residents. Only asymptomatic individuals shall be fielded by the Service Provider and all new labourers shall be hired only after obtaining negative RT-PCR report. Nothing extra on account of additional preventive measures or time lost shall be admissible and bidders are requested to duly factor for such measures while quoting.

13. Bidders are requested to note that this contract is meant for outsourcing of conservancy and housekeeping services for maintenance of office complex and not mere outsourcing of manpower. The work experience submitted by the bidders shall comprise of works of similar nature only and bidders unable to prove that they have successfully carried out works of this particular nature and of value as mentioned in other parts of the bid document shall be rejected in technical evaluation.

14. **BLANK**

15. **RE-IMBURSEMENT / REFUND ON VARIATION IN TAXES DIRECTLY RELATED TO CONTRACT VALUE**

- a. The rates quoted by the Service Provider shall be deemed to be inclusive of all taxes (Including, sales tax/VAT on materials, Sales Tax/VAT on works contracts, Turnover Tax, Service Tax, Labour Welfare CESS / Tax etc.), duties, Royalties, Octroi and other levies payable under the respective statutes. No reimbursement/refund for variation in rates of taxes, duties, Royalties, Octroi & other levies and/or imposition / abolition of any new / existing taxes, duties, royalties, Octroi & Other levies shall be made except as provided in sub para 31.2 here in after.

- b. The taxes which are levied by Govt at certain percentage rates of contract sum / Amount shall be termed as “ taxes directly related to contract value” such as sales tax / VAT on works contracts, Turnover Tax, Service Tax, Labour Welfare CESS / Tax and like but excluding Income tax. The tendered rates shall be deemed to be inclusive of all “taxes directly related to contract value “with existing percentage rates as prevailing on last due date of receipt of tenders. Any increase in percentage rates of “taxes directly related to contract value” with reference to prevailing rates on last due date for receipt of tenders shall be reimbursed to the Service Provider and any decrease in percentage rates of taxes directly to contract value” with reference to prevailing rates on last due date for receipt of tenders shall be refunded by the Service Provider to the Govt/deducted by the Govt from any payments due to the Service Provider. Similarly imposition of any new “taxes directly related to contract value” after the last due date for receipt of tenders shall be reimbursed to the Service Provider and abolition of any “taxes directly related to the contract value” prevailing on last due date for receipt of tenders shall be refunded by the Service Provider to the Govt / deducted by the Govt from the payments due to the Service Provider.

The Service Provider shall within a reasonable time of his becoming aware of variation in percentage rates and / or imposition of any further any “taxes directly related to the contract value” give written notice thereof to the GE stating that the same is given pursuant to this “Special Condition”, together with all information relating thereto which he may be in a position to supply. The Service Providers shall submit the other documentary proof / information as the GE may require.

- i. The Service Provider shall, for the purpose of this condition keep such books of account and other documents as are necessary and shall allow inspection of the same by a duly authorized representative of Govt and shall further, at the request of the GE furnish, verified in such a manner as the GE may require, any documents so kept and such other information's as the GE may require.
- ii. Reimbursement for increase in percentage rates/imposition of “ taxes directly related to Contract value” shall be made only if the Service Provider necessarily & properly pays additional “ taxes directly related to Contract value” to the Govt, without getting the same refunded from the concerned Govt Authority and submits documentary proof for the same as the GE may require.

16. The Service Provider shall note that the installations are not to be left unattended at any point of time during the currency of the agreement. All workers employed under the Service Agreement shall be suitably relieved on weekly offs by other men of same qualification and experience. Nothing extra shall be paid to the Service Provider for abiding by rule of weekly offs.

17. SECURITY AND PASSES

- (i) Service Provider shall employ only Indian Nationals after verifying their antecedents and loyalty. The Service Provider shall on demand by the Engineer-in-Charge, submit list of his agents, employees and work people

e concerned and shall satisfy the Engineer-in-Charge as to the bonafides of such people.

(ii) The Engineer-in-Charge at his discretion has the right to forward the list of personnel to station authorities for issuing the passes as per rules and regulations of the area in force to control the admission of the Service Provider, his agents, employees and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the Engineer-in-Charge and or the authorities concerned and in any case on completion of work.

(iii) The Service Provider and his agents, employees and work people shall observe all the rules promulgated by the authority controlling the area in which the work is to be carried out e.g. prohibition of smoking and lighting, fire precautions, search of persons on entry and exit, keeping to specific routes, observing specified timing etc. Nothing extra shall be admissible for any man-hours etc lost on this account.

18. CONDITIONS OF WORKING IN RESTRICTED AREA

WORK LIES IN RESTRICTED AREA (Visit to site within the Restricted Area):

Permission to enter the restricted area at the time of submission of bids can be obtained through the Garrison Engineer. Bidders are advised to send prior intimation of their agent, representative etc. if any, dates and time of their proposed visit so that necessary arrangements may be made by GE to secure admission. Whether bidder visits the site or not he shall be deemed to have full knowledge of the restrictions of entering into/exit from and within the restricted area and other cognate conditions which may affect the entire completion of work under this contract.

19. **IDENTITY CARDS OR PASSES:** The Service Providers, his agents and representatives are required individually to be in possession of an identity card or pass duly verified by the police department. The identity card or pass will be examined by the security staff at the time of entry into or exit from the restricted area and also at any time or number of times inside the Restricted Area.

(i) **IDENTITY OF WORKMEN:** Every Workman shall be in possession of an identity card. The identity card will be issued after thorough investigation of the antecedents of the labourers by the Service Providers and attested by the Officer-in-Charge of the unit concerned in accordance with the standing rules and regulations of the units.

(ii) Service Provider shall be responsible for the conduct and action of his workmen, agents or representative.

20. **SEARCH:** Thorough search of all persons and transport shall be carried out at each gate and for as many times as a gate is used for entry or exit and may also be carried out at any time or any number of times at the work site.

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21. SERVICE PROVIDER 'S REPRESENTATIVES AND WORKMEN

The Service Provider shall employ only Indian Nationals as his representatives, servants and workmen and verify their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is, in any way associated with work.

22. SECURITY OF CLASSIFIED DOCUMENTS

The Service Provider shall not communicate any classified information regarding the work either to sub Service Providers or others without the prior written approval of the Engineer-in-Charge. The Service Provider shall also not make copies of the design/drawing and other documents furnished to him in respect of work, and shall return all documents on completion of the work or earlier on determination of the contract. The Service Provider shall alongwith the final bill attaches a receipt of his having returned the classified documents.

23. OFFICIAL SECRETS ACT

The Service Provider shall be bound by the official Secrets Act 1923.

24. MAINTENANCE OF RECORD

The Service Provider or his representative shall maintain all records as directed by Engineer-in-Charge along with those mentioned in Service Level Agreement. Stationery and allied items for maintaining the record shall be provided by the Service Provider at no extra cost to the Government.

25. The Service Provider shall provide the new shock proof 'protective clothing', 'Shoes', 'Hand gloves', 'Helmet', 'Safety Belt', 'Safety glass' etc for each Electrician.

26. FIRST AID BOX

Service Provider shall provide a first aid box for use in case of any mishapening/accident. The box shall be fitted at a place from where it is easily approachable the first aid box shall comprise of the following things :-

(a)Band-aid - 01	01 Pkt	(b)	Tincture Iodine -
(c)Dettol - 01	01 No	(d)	Cotton Pad -
(e)Dressing roll - 01	2-3 Nos	(f)	Burnol tube -

(g)Pain Killer Tabs -

02 Strips

The above list is illustrative and not exhaustive. All requisite First aid requirement shall be fulfilled by the Service Provider irrespective of whether included in the above list or not.

27. BLANK

28. Service Provider shall be responsible to provide fortnightly labour returns showing location wise deployment to Engineer-in-charge.

29. Service Providers not enlisted with MES shall upload copy of police verification report/ Police clearance certificate from police authority of the area where registered office of firm is located / notarized copy of valid passport of Proprietor/each Partner or each Director, as applicable.

30. The Service Provider shall be required to submit copy of valid labour license from labour commissioner or proof of having applied for issuance of same within 15 days of commencement of work failing which, the contract shall be liable to be cancelled and Performance Security shall be forfeited.

31. Any bid which proposes any alteration to any of the conditions laid down or which proposes any other condition or prescription whatsoever, is liable to be rejected.

32. The uploading of bid implies that bidder has carefully read this document and has made himself aware of the scope and specification of work to be done and of the local conditions and other factors having bearing on the execution of the work

33. Bidder should have past experience of out sourcing services for Security of logistic installations services.

34. MES enlisted Contractors:- **Class 'C' and for others as per as per GEM provision.**

35. Bidder not enlisted in MES shall also submit the solvency certificate of Rs 40.00 lakhs and working capital certificate of Rs 10.00 lakhs issued by National/ Scheduled bank and average annual turnover shall not be less than 100.00 lakhs for two consecutive years.

36. Period of completion shall not be extended beyond one year

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**DCWE (Contracts)
f Contractor**

Signature o

for Accepting Officer

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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 कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---