

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-04-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-04-2026 13:30:00
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	Manpower Outsourcing Services - Minimum wage - Skilled; IT Non-IT Technical
अनुबंध अवधि /Contract Period	11 Month(s) 4 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc (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 buyer

**बिड विवरण/Bid Details**

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मैनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
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**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	0.05
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	13

(a). 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 :**

EE  
Secundrabad, Department of Military Affairs, Indian Army, Ministry of Defence  
(Vijay Kumar Meena)

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. 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.

3. 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 bidder is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference 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.

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

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years: Two works costing not less than Rs 25.00 lakh each or one work costing more than Rs 40.00 lakh**

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per company norms**

with The Code on Wages Act:[1773467687.pdf](#)

Scope of work & Job description:[1774245130.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Skilled; ITI; Non-IT Technical ( 10 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Value
<b>कोर / Core</b>	
Skill Category	Skilled
Educational Qualification	ITI
Type of Function	Non-IT Techn
List of Profiles	Fitter
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicabl
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Telangana
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowances 1	t&p
Designation	FGM

**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	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirem
1	*****	*****Hyderabad	10	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 981</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day)</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowance 1 (INR per day) :</li> <li>• Optional Allowance 2 (INR per day) :</li> <li>• Optional Allowance 3 (INR per day) :</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour Overtime Hours (Including all applicable allowance etc &amp; excluding C : 0</li> <li>• ESI (INR per day)</li> <li>• Provident Fund (INR per day) : 117.72</li> <li>• Number of working days in a month :</li> <li>• Tenure/ Duration of Employment (in months) : 11</li> </ul>

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

### 1. Generic

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

### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings. Bidder should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of the Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

### 4. Service & Support

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

#### 5. **Service & Support**

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

#### 6. **Service & Support**

The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

#### 7. **Service & Support**

The Service Provider must own 30% of the bid quantity of vehicles in Service Provider's name or in the name of the proprietor / partner of the Service Provider. Necessary documents relating to proof of ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles will be part of the bid to be deployed by the Service Provider in case he gets the contract against this bid.

#### 8. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 9. **Payment**

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

#### 10. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 11. **Forms of EMD and PBG**

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

GE GOLCONDA  
payable at  
HYDERABAD

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 12. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

GE GOLCONDA

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand

with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure deliver hard copy of Original FDR to the Buyer within 15 days of award of contract.

13. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**ADDITIONAL TERMS & CONDITIONS**

1. **SCOPE OF WORK:**

(a) Scope of work is attached herewith as per Appx 'A'.

1.1 The contractor shall strictly follow the guide lines given in manufacturer's maintenance manual and carry out routine checks and maintenance of equipment and Installations handed over to him so that the equipment gives satisfactory performance. The contractor shall also maintain record for all purposes.

1.2 The contractor shall keep the installations both inside and outside clean and tidy and ensure that all the equipment handed over to him are also kept neat and clean. The operator shall clean the installations every day before commencing the operation and shall maintain the same in clean and hygienic condition.

1.3 The contractor shall carryout periodical check of all the equipment and take all necessary remedial measures to avoid breakdown of plants/equipment and a record shall also be maintained duly authenticated by Engineer-in-Charge. The periodic check shall be listed as per manufacturer's catalogue and will be kept in installation as directed by Engineer-in-Charge.

1.4 The DG Set and Pumps operator shall write/ fill the daily log sheet as per Performance and maintain the running record of the DG Set and Pumps. The daily log sheet shall be duly signed by the Engineer-in-Charge and the contractor. Contractor shall supply the log sheet or any other documents required for day to day maintenance of the equipment shall be deemed to be included in the rate quoted. Log sheet shall be the property of the department.

1.5 The inventory of all equipment's shall be handed over to the contractor at the time of handing over of installation.

1.6 The contractor shall maintain and run the installation as directed by the Engineer-in-Charge as per the requirement of users. Engineer-in-Charge may change timings and shifts as required and contractor shall have no claim on this account.

2. **BREAKDOWN & REPAIR:**

- 2.1 In case of any breakdown of the installations handed over to the contractor he will inform the Engineer-in-Charge immediately along with list of items/spares required attending such breakdowns.
- 2.2 The unit rate quoted by the tenderer shall include the cost of safe guarding the installation and keeping the installation area neat and clean as per Defence standards including the vegetation/grass all around the installations in fenced area and up to the reach from main road.

3. **EMPLOYMENT OF PERSONNEL:**

- 3.1. Contractor shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no person of doubtful antecedents and nationality is in any way, associated with the work. If for any reasons of technical collaboration or other considerations the employment of foreign national[s] is unavoidable, the contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of the tender. As a proof, that the contractor has employed only Indian Nationals, he shall render a certificate to GE within one month from the date of acceptance of tender to this effect. In case the GE requires, contractor will have the police verification done of personnel employed by him.
- 3.2. The GE shall have full powers and without giving any reason to order the contractor immediately to cease to employ, in connection with this contract, any agent, servant or employee whose continued employment is, in his opinion, undesirable. The contractor shall not be allowed any compensation on this account.
- 3.4. Verification of antecedents of contractor's representative/labour deployed at site in connection with execution of work under the contract as per security requirements user unit / installation shall be the responsibility of the contractor and all expenses in connection with verification of antecedents by police authority / security agency shall be borne by the contractor.

4. **QUALIFICATIONS/REQUIREMENTS OF MANPOWER FOR OPERATION AND MAINTENANCE OF INSTALLATIONS:**

- 4.1 For efficient and continuous operation of water supply installations and Electrical water supply works the contractor is required to ensure the following: -

(a) The work shall be supervised by the contractor himself or he shall engage a qualified supervisor with specific experience of minimum 2 years on each job who shall visit the installations for proper functioning and maintenance of equipment in the installation. Proper manning shall be ensured for operating the installation as specified scope of work in Para 1 above by properly organizing and deploying his staff

(b) Operator shall be well qualified and experienced as under. No person below the age of 18 years shall be engaged as operator/Helper. **Certificate showing the proof, educational qualifications and experience shall be submitted to GE Engineer-in-charge before employing the operator/helper. The police verification certificate for each operator/helper shall also be submitted to GE Engineer-in-Charge before employing.** The operator/helper shall be mentally and physically fit and trained in the proper manner to operate the installation.

(i) Skilled / Electrician/FGM/Operator	:	The minimum qualification for the FGM/ Operator / Electrician(s) employed by the contractor shall be diploma/ITI certificate holder in relevant trade or 12th pass with minimum of 7 years experience or 10th pass with 5 to 10 year's experience in the operation of electrical installations and equipment's.
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(c) The GE shall have full powers, and without giving any reasons to order the contractor immediately to cease to employ in connection with this contract, any agent, servant or employee whose continued employment is in his opinion undesirable. The contractor shall immediately discontinue any of such agent, servant or employee without any claim whatsoever.

4.2 The staff deployed shall be conversant with the system, able to read drawings, and to attend defects for rectification, maintaining documents, record readings etc.

5. **SECURITY OF CLASSIFIED DOCUMENTS:** The contractor shall not communicate any classified information regarding works either to sub-contractors or others without prior approval of the Engineer-in-Charge

6. **PRODUCTION OF CERTIFICATE:**

6.1 Before commencement of work and taking over the installation the contractor shall submit particulars of operators (qualification certificate, police verification, age p

Aadhar linked bank account number, EPF number and ESIC number etc.) duly affixed with a passport size photograph of operator and one spare photograph (attested by the contractor to the Engineer-in-Charge for his counter signature). One copy of the photograph shall be retained by the department. Any operator not in possession of requisite Identity card shall not be allowed to handle the installation.

- 6.2 **The nominal roll and qualification certificate of operators/ helpers shall be submitted to GE office within 15 days of commencement failing which a penalty of Rs. 5000/- shall be recovered from the subsequent payment.**

7. **CONDITIONS FOR WORKING IN UNRESTRICTED AREA:**

- 7.1 **CONDITIONS OF WORKING IN UNRESTRICTED AREA:** - The entire work under this contract lies in "**UNRESTRICTED AREA**". However, the contractor, his agents, employees, work people and vehicles may pass through the unit lines in which case the Engineer-in-Charge shall, at his own discretion has the right to issue passes, controlling their admission to the site of work or any part thereof. The contractor shall on demand by the Engineer-in-Charge submit a list of personnel etc., concerned and shall satisfy the Engineer-in-Charge as to the bonafides of such people. Passes shall be returned at any time on demand by the Engineer-in-Charge and in any case on completion of work.

- 7.2 The contractor 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, lighting and precautions, search of persons at entry and exit, keeping to specified routes, restricted hours of working. Any person found violating the security rules laid down by the authority, shall be immediately expelled from the area without assigning any reasons whatsoever and contractor shall have no claim on this account. Nothing shall be admissible for any man hours lost on this account.

8. **OPERATION AND PENALTY:**

- 8.1 The above mentioned staff except Engineer/ Supervisor shall be present in each shift for smooth functioning of installations. **In case any absence of staff is noticed during their duty hours recovery will be made as per GEM contract.**

- 8.2 The operator shall not leave the installations unattended under any circumstances.

- 8.3 Surprise check will be carried out by department's representative and jointly with the contractor. If during the surprise checks by representative of department, any operator is found missing during operating timings of the installation or found unattended will be treated as absent for the entire duty and penalty as mentioned in Para 8.1 will be recovered in addition to cost of any damage to equipment/installation will be recovered from contractor.

- 8.4 Any damage to equipment due to faulty operation and lack of general maintenance will be rectified by the contractor immediately. No claim whatsoever shall be entered in this regard. In case of failure the same shall be rectified at the risk and cost of the contractor.
- 8.5 The operator on duty shall be courteous and behave properly with the users as well as MES staff and also shall not consume liquor, smoking and chewing pan on duty, failing which he shall be liable for disciplinary actions, in addition to termination of his service forthwith. The decision of the GE shall be final and binding in this respect and contractor shall have no claim on this account.
- 8.6 Shift duty roster shall be prepared in advance by the contractor for each installation and will be produced for the approval of Engineer-in-Charge before implementation. Three copies of the approved duty roster shall be submitted in the office of Engineer-in-Charge and copy shall be displayed at the installation. Any change in duties thereafter shall only be permitted in consultation with Engineer-in-Charge.
- 8.7 The contractor shall provide printed log sheets to the operators on duty for each installation separately for each day and the same shall be filled by the operator, which shall be produced for verification on demand. The contractor shall maintain register for handing/taking over shift duty showing the details of shift timings, name and signature of the operators.
- 8.8 No unauthorized person shall be allowed to enter the lift.

9 **MISCELLANEOUS:**

- 9.1 Accepting Officer reserves the full right to terminate the contract on account of contractor's failure to adhere to any of the conditions contained herein.
- 9.2 Personnel employed by contractor shall be paid minimum daily wages as laid down by State/Central Government from time to time which ever higher. Also he will be responsible for their EPF, ESI, Bonus, Gratuity, Insurance and Safety etc. as per existing rules/acts. Monthly payments to the personnel employed under this contract shall all be paid before 07th of next month.
- 9.3 If it comes to the notice of Engineer-in-Charge/GE that the operator/helper attendant has intentionally damaged the installations/equipment etc., the cost will be recovered from the contractor at the prevailing market rates. GE's decision in this regard shall be final and binding.

- 9.4. **LICENCE:** Contractor shall be in possession of license required for engaging operator/helper/ attendants from the labour Commissioner and shall be produced on demand.
- 9.5. No accommodation shall be provided to the contractor or any of his employees beyond the liability of his contractual liabilities.
- 9.6. It is the responsibility of the contractor/operator that during operation of installation he shall take care off any pilferages, theft or damages.
- 9.7. Any accident causing minor/fatal injury, partial disability due to any untoward incident and non-adherence of safety and IE regulations, the contractor shall be solely responsible for settling all claims of compensation with the affected employee, failing which department will have a right to recover any sum indicated/claimed by labour commissioner/court authorities. Contractor shall get his personnel insured to this effect.
- 9.8. **PRECAUTIONS:** The contractor shall make necessary safety measures/ provisions for his workmen in accordance with IS Standard practice and IE Rules while working during the operation.
- 9.9. The contractor shall ensure that proper safety/security measures are taken by operators/staff for safe custody of installed equipment etc. and he should be entirely responsible for any accident occurring at the installation. The department will not be responsible in any way for any compensation whatsoever.
- 9.10 **FIRST AID BOX:** The contractor shall provide first aid box with all necessary items needed and quoted rates includes the cost of same.
10. **OPERATION AND MAINTENANCE INSTRUCTIONS:**
- 10.1. The contractor shall ensure that the operators/maintenance staffs engaged are conversant with the operational requirement for smooth running of the installation.
- 10.2. The installation standing orders issued by GE/Engineer-in-Charge shall be strictly adhered to. Any violation by staff will be severely dealt with. Contractor shall ensure supervision by himself or by a qualified supervisor to oversee the personnel and take proper instruction issued by department from time to time and cost for the same incurred to be included in the rate quoted for the Schedule 'A' items.
- 10.3. The contractor will maintain the following records duly signed by Engineer-in-Charge

and contractor (Stationary cost is deemed to be included in Sch 'A' items) and shall be produced to GE as and when demanded:

- (a) Log sheet (to be maintained sets wise as directed by Engr-in-Charge)
- (b) Attendance register
- (c) Wages register - To be maintained by the contractor. The contractor shall pay equal or more of the minimum fair wages as notified/published by the Ministry of Labour department from time to time and the same recorded in wages register. Any claims from the manpower employed by him shall be borne by the contractor solely. No claim whatsoever will be entertained in this regard. The wages register shall be made available while claiming for the payment.
- (d) Shutdown record
- (e) Installations operation and maint record.

10.4 All expendable stores such as lubricants, grease and cotton waste etc. required for the installation shall be arranged by the contractor and the unit rate quoted is deemed to be included in the quoted rates for these provisions.

11.0 **UNIFORM:** The contractor shall arrange **02 Sets of uniform and badges (badges should contain: (a) GE GOLCONDA, (b) Name of the firm, (c) Name of the contractor and (d) Name of the installation) and duty uniform of colour** as approved by GE to operators for all shifts as directed by Engineer - in -Charge, **failing which a recovery of Rs 200/- per person/per day shall be affected.** Unit rate quoted by the tenderer(s) shall be deemed to be included for the same.

11.3 All the safety equipment like Shoes, rubber gloves, helmets etc. shall be provided to the contractor to the operators/ employees on the basis of requirement, the cost of the same shall be deemed to be included in the quoted rates.

12. **HANDING/TAKING OVER PLANT INVENTORY:** The installation shall be taken over by the contractor on due verification of inventory. The inventory shall contain description of plant and equipment with fittings, its performance status and shall be signed by the contractor and Engineer-in-Charge. The plant shall be taken over from the contractor in the satisfactory condition at the closure of the contract duly signed by the Contractor and Engineer-in-Charge. The inventory shall be verified on the 15th of every month and a certificate to this effect shall be given for its satisfactory status. Any loss/damage caused shall be made good by the contractor at his own cost, for which the same shall be got rectified at the risk and cost of contractor. Decision of the Accepting Officer in this regard shall be final and binding.

13. **DOCUMENTS/ RECORDS FOR CLAIMING PAYMENTS:**

13.1 While claiming RAR/FB, the contractor should submit the documentary evidence crediting the wages of the workers employed by him directly into their Aadhar linked bank accounts (bank statement etc.) for entire period claimed in RAR. The Engineer-in-Charge shall ensure the same before allowing the payment in RAR/FB.

13.2 Personnel employed by the contractor shall be paid minimum daily wages as laid down by the State/Central Government from time to time whichever is higher. The Engineer-in-Charge shall ensure the same before allowing the payment in RAR/FB.

13.3 The contractor shall render a certificate that all the workers employed by him are registered for EPF and the due contributions have been credited into their accounts before claiming any payment. The contractor has to submit documentary evidence of the same along with any payment for the entire period claimed in RAR. The Engineer-in-Charge shall ensure the same before releasing any payment.

14. **MINIMUM WAGES PAYABLE:**

14.1 The rate quoted shall not be less than minimum wages as notified by Government of India/ State Government/ Local body whichever is higher including all statutory provisions such as EPF, ESIC, Bonus, etc. as applicable. In case the rates quoted are less than the minimum wages as notified by the Government of India/ State Government/ Local body whichever is higher including all statutory provisions such as EPF, ESIC, Bonus, etc. as applicable, his tender will be treated as non-bonafide.

14.2 In case of non-bonafide tender the lowest bonafide tender will be considered for acceptance.

15. **ACCEPTANCE OF TENDER:** The tender shall remain open for acceptance for a clear period of 60 days [Excluding the DRT] from the last due date specified for its submission.

16. **QUALIFYING CRITERIA FOR MES ENLISTED CONTRACTOR / BIDDER**

(i) Contractor shall be enlisted with MES in Class 'E' and above and Category **“(d) (v)”** subject to satisfactory remarks with reference to performance in report of works in hand and reflect in work load (WLR) of any other report circulated by competent Engineer authority.

(ii) Contractor / bidder shall be registered with GEM for outsourcing manpower services category No. 7830

16.1 **QUALIFYING CRITERIA FOR MSME ENLISTED CONTRACTOR / BIDDER**

16.1.1 Contractor shall be enlisted with outsourcing / man power services code No.7830 eligible for Bid.

16.1.2 Police verification report not more than 06 months old or notarized copy of Passport shall be submitted along with bid.

17. **FOR CONTRACTORS NOT ENLISTED WITH MES**

(i) Contractor not enlisted with MES should meet the enlistment criteria of Class & category contractor with regard to satisfactory completion of requisite value works with Central/State Government/ Central/State PSUs/ AWHO/ AFNHB/ CGEWHO/DGMAP annual turnover, bank solvency, working capital and other requirements given in Para 1.4 & 1.5 of Section 1 of MES Manual of Contracts 2020 as available in all MIS Notifications as well as MES website ([www.mes.gov.in](http://www.mes.gov.in)).

(ii) Not carrying adverse remarks in Work Load Report (WLR) or any other similar report circulated by any competent authority.

Not suspended/debarred/blacklisted (either permanently or temporarily) from participating in any bid or for business dealings by any Central/State Government Department or any Central/State Government PSU or any Autonomous Body under Central/State Government or any Local Body as on the bid submission end date.

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**17(A). OFFICIAL SECRETS ACT:** The contractor shall be bound by the Official Secrets Act and particularly section 5 thereof.

18. **PERFORMANCE SECURITY:**

18.1 **Within 15 days of receipt of the letter of Acceptance, the successful contractor shall submit to the Accepting Officer a performance security in any of the forms given below for an amount equivalent to 5% of the Accepted amount (Contract Sum/Lump sum).**

(i) A Bank guarantee in the prescribed form issued by Nationalized/scheduled Indian Bank subject to confirmation from Head Office of the Bank.

(ii) Govt Securities

(iii) Fixed Deposit Receipts

(iv) Any other Government instruments as stipulated by the Accepting Officer.

18.2 Failure of the successful contractor to comply with the submission of Performance security as above shall constitute sufficient grounds for cancellation of award of contract and forfeiture of the Earnest Money. In case of MES enlisted contractor or MSME bidder, amount equal to the Earnest Money equal to 2% of Estimated Cost shall be notified to the tenderer for depositing the amount through e-MRO. Issue of tender to the tenderer shall remain suspended till aforesaid amount equal to the Earnest Money is deposited in Government Treasury.

19. Performance security: If the Seller fails or neglects to observe or perform any of his obligations under contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the seller.

20. Taxes and duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies/transport loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill. While submitting the bill / invoice Seller shall undertake that the Goods and Service Tax (GST) included on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the Rules made there under.

## **21. CONCILIATION**

**21.1 Scope of Conciliation:** The scope of conciliation shall be restricted to the following types of disputes with financial limits as indicated therein: -

(a) Disputes relating to levy of compensation for delay in completion - actual amount of

compensation.

(b) Disputes relating to technical examination of works.

(a) Disputes relating to interpretation of the provision of the contract with reference to their application to parties.

(b) Disputes relating to non-return of Schedule 'B' stores over issued to contractors

(c) Any other dispute having fair chances of being resolved by conciliation and considered fit to be referred to conciliation by the parties.

**Note:** For Item (b), (c), (d) and (e) each as stated above the financial limit shall be rupees Two lakhs or one percent of the contract amount whichever less is.

**21.2 Commencement of Conciliation Proceedings:**

(a) The party initiating conciliation shall send to the other party a written invitation to

conciliate, briefly identifying the subject of the dispute.

(b) Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate.

(c) If the other party rejects the invitation, there will be no conciliation proceedings if the party initiating conciliation does not receive a reply within 30 days from the date on which he sends or within such other periods of time as specified in the invitation. He may elect to treat this as a rejection of the invitation to conciliate and if he so elects, he shall inform in writing to the other party accordingly.

**21.3 Number of Conciliators:** There shall be a Sole conciliator.

**21.3.1 Appointment of Conciliator:-** All disputes brought out in Para 21.1 (a) to (e) shall be referred to the sole Conciliator viz Serving Officer not below the rank of Superintendent Engineer/ Superintending Engineer (QS&C) having degree in Engineering or equivalent or having passed final/ direct final examination of Sub division-II of Institution of Surveyors.

rs (India) to be appointed by the Chief Engineer zone, Chennai or in his absence the officiating as Chief Engineer zone, Chennai or whose decision shall be final, conclusive and binding.

**21.3.2 Status of Effect of Settlement Agreement:** - The Settlement agreement signed by the parties as a result of conciliation proceedings shall have the same status and effect as if it is an arbitral award on agreed terms.

**22. Jurisdiction of Courts:** Irrespective of the place of issue of tenders, the place of acceptance of tender, the place of execution of contract or the place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of tenders has been issued and the work is executed/executable. The Courts of the place where the acceptance of tender has been issued or the place where the work is executed under execution shall alone have jurisdiction to decide any dispute arising out of or in connection with the contract.

**23. Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the Original/re-fixed delivery periods specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any kind whatsoever. In case, Service level Agreement (SLA) is applicable the same shall be applicable for the contract.

**24.** The Bidder should submit a self-declaration to the effect in bidder's official letter head that their agency have not been black listed/ removed from approved list by agency whatsoever till date.

SIGNATURE OF CONTRACTOR

AGENT (CONTRACTS)

DATE:

FOR ACCEPTING OFFICER

**SCHEDULE 'B'**

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(Issue of Materials to the Contractor. Please see Condition 10 of IAFW-2249)

Ser No.	Particulars	Rate which materials will be issued		Place of issue by Name	Remarks
		Unit	Rate		
1.	Non-Ferric Alum conforming to IS	Kg	Free for mixing only.	Store Yard of AGE E/M Golconda.	
2.	Copper sulphate conforming to IS	Kg	Free for mixing only.	Store Yard of AGE E/M Golconda.	
3.	Soda Ash conforming to IS	Kg	Free for mixing only.	Store Yard of AGE E/M Golconda.	
4.	Water disinfectant chemical granules (with 90% chlorine content)	Kg	Free for mixing only.	Store Yard of AGE E/M Golconda.	
5.	Bleaching powder Grade 'A' conforming to IS.	Kg	Free for mixing only.	Store Yard of AGE E/M Golconda.	
6.	New PH test kit for swimming pool	Each	Issued Free	Store Yard of AGE E/M Golconda.	
7.	Suction sweeper nylon pool brushes for swimming pool 3 ft x 3in	Each	Issued Free	Store Yard of AGE E/M Golconda.	
8.	Skimmer nets for swimming pool	Each	Issued Free	Store Yard of AGE E/M Golconda.	
9.	Suction sweeper brush holder fiber wheels 3" dia incl rubber rings	Each	Issued Free	Store Yard of AGE E/M Golconda.	
10.	Suction sweeper trolley wheels 150mm dia with rubber rings.	Each	Issued Free	Store Yard of AGE E/M Golconda.	

11.	Helical type flexible pipe of size 50mm dia suitable for suction sweeper	RM	Issued Free	Store Yard of AGE E/M Golconda.
12.	DHPP (N)	LTRS	Free for filling only.	Store Yard of AGE E/M Golconda.

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NOTES: -

1. This Schedule consists of 12 (Twelve) items only.
2. Materials listed in this Schedule will be issued to the Contractor solely for the purpose of incorporation in the works covered under this Contract.
3. It shall be the responsibility of the Contractor to submit in writing his demand for materials at least 7 (Seven) days in advance of his requirement.
4. The recovery shall be made for the gross quantities of materials issued and not the net measured quantities incorporated in the finished work.
5. If the Contractor requires any of the items of stores listed in this Schedule, for more than 30 days, he shall be good for any loss or damage to work arising from any cause whatsoever other than accepted risks and the Government issues the same to him, the rate of issue for items of stores shall be MES Stock Book Rate, or market rate on the date of issue of materials mentioned in this Schedule, whichever is higher.
6. All the over issued stores shall be returned by the Contractor to the Department immediately on completion of works or at any time when it comes to light that the stores issued are in excess of the requirement. In case the Contractor fails to return the excess draw stores within the time indicated by the Accepting Officer, recovery for such over issued stores shall be affected at double the prevailing Market Rates as assessed by the Accepting Officer where decision shall be final and binding.
7. If the articles issued as "free for fixing only" are lost or damaged while under the custody of the Contractor, the recovery in respect of such articles will be made at double the prevailing Market rates as decided by the Accepting Officer whose decision shall be final and binding.

be final and binding.

## **AGE (Contracts)**

**For ACCEPT**

**OFFICER**

**SIGNATURE OF THE CONTRACTOR**

### **14. Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

### **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, 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 to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If 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 in which they are 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.

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 they can raise their representation against the same by using the Representation window provided in the bid details in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to 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 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 override 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 भूसाथ 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 प्राधिकार 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 Restriction 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 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 would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---