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File No. 10/8/MSW/Manpower/2023

Dated 18 Nov., 2023

SUB:- NOTICE INVITING TENDER FOR SUPPLY OF CASUAL LABOUR ON CONTRACTUAL BASIS TO CANTONMENT BOARD CHAKRATA FOR SANITATION WORK.

Online tender invited from eligible bidders for supply of **CASUAL LABOUR ON CONTRACTUAL BASIS** manpower for sanitation works in Cantt. Board Chakrata through the Government e Market portal i.e. <https://mkp.gem.gov.in/market>. The detail of tender is as under:-

1. PARTICULARS OF TENDER

Particulars of the work	SUPPLY OF 19 CASUAL LABOUR ON CONTRACTUAL BASIS TO CANTONMENT BOARD CHAKRATA FOR SANITATION WORK AT THE CANTONMENT BOARD CHAKRATA, BY DEPLOYING REQUIRED NUMBER OF CONTRACT PERSONNEL ON DAILY WAGES BASIS.
Estimated Budget of Contract	Rs. 49,00,000/- (Rs. Forty nine lakhs only)
Period of contract	1 year
Tender fee	Rs. 5900.00 Through e-chhawani module. Exemption allowed as per Govt. of India rules/guidelines
Amount earnest money	Rs. 98,000/- Through e-chhawani module. Exemption allowed as per Govt. of India rules/guidelines issued time to time.
Last date and time of submission of Bid	11-12-2023 at time mentioned in GEM Portal
Date and time of tender opening	11-12-2023 at time mentioned in GEM Portal

The CEO/Board reserves the right to increase/decrease the estimated cost of works and to accept or reject any or all the tenders without assigning thereof.

Further details may be obtained from <https://mkp.gem.gov.in/market>. For any clarification contact to the Office of Cantonment Board, Chakrata on any working day during office hours. The bidder is advised to examine carefully all instructions, conditions, forms, terms and specifications, bill of quantity etc. in the bid document. Tenders will be accepted via online mode only. On participating this tender bidder is suppose to read and understand the terms and condition of tender. No deviation will be accepted by the competent authority by the bidder made in online tender in case may be.

Note:- All update/Corrigendum, submission will be available on Government e-Market Portal i.e. <https://gem.gov.in/> . For tender documents you can visit Cantt Board website also:- <https://chakrata.cantt.gov.in>


(R.N. Mandal)
 Chief Executive Officer
 Cantonment Board, Chakrata.





2. ELIGIBILITY CRITERIA

Cantonment Board Chakrata invites offers/quotations from Contractors/firms/ agencies/ organizations for SUPPLY OF 19 CASUAL LABOUR ON CONTRACTUAL BASIS TO CANTONMENT BOARD CHAKRATA FOR SANITATION WORK at The Cantonment Board Chakrata, by deploying required number of contract personnel on daily wages basis. Firms/ agencies/ organizations fulfilling the following eligibility criteria may apply tender/upload documents in GEM. The EMD and tender cost will be deposited into the Cantonment Board Chakrata through E-Chhawani online platform. The link for echhawani is <https://echhawani.gov.in> , bidder also download echhawani app from the play store. The bidding firms must submit documentary evidence in respect of the following eligibility criteria along with their bids. Bids/Tenders without proper documents shall be rejected straightway. The Board vide its CBR No. 5, dated 06-10-2023 resolved to fix the minimum charges in procurement of manpower outsourcing Services @3.85% as proposed by the GEM.

2.a Eligibility Criteria:

Following conditions must be fulfilled by the bidder. The required details and supporting documents in this regard should be submitted along with the form for Technical Bid. All the documents should be numbered and enclosed as annexure.

1. The Contractor/Agency should have work experience of providing manpower (in last three year i.e 2020-21, 2021-22 and 2022-23) from Central Govt./State Govt./Cantonment Board/Municipal Corporation or any Govt Deptt/Agency. Minimum Rs. 20,00,000/- (Rs. twenty lakh). Exemption from experience allowed as per Govt. of India rules/guidelines issued time to time on uploading the requisite certificate..
2. The Contractor/Agency average annual turnover should be not less than 20 lakh in last three year (any one or combined in three year)(i.e. 2020-21, 2021-22 and 2022-23) which should be reflected in Audited Balance Sheet or certificate in this regard from Chartered Accountant. Exemption from turnover allowed as per Govt. of India rules/guidelines issued time to time on uploading the requisite certificate.
3. The contractor/agency should also furnish copies of all the registration certificates under the various rules & regulations as applicable in the case such as **EPF, ESI & GST Registration, PAN CARD.**
4. Contractor/agency should enclose the copy of valid labour licence.
5. **Outsourced personal/employees provided by the contractor/agency** must be above 18 years of age as per the rule of Labour Dept.
6. The salary shall be payable to the outsourced employees as per **rule of Labour Deptt.** or as fixed by the board or minimum wages published by Central Govt/State Govt.
7. The **contractor/agency** should be capable of providing at least 3 months' salary to the **Outsourced personnel/employee** in advance. A declaration in this regard is submitted by the contractor/agency who's tender accepted by the Board.
8. Contractor/agency shall submit affidavit stating that the Contractor/agency is not / has not been black listed by any Ministry/Department of Government of India/ any State Govt/ Private Sector Companies/PSUs/Banks etc.

3. TERMS AND CONDITION

3.1. SCOPE OF WORK

SUPPLY OF 19 CASUAL LABOUR ON CONTRACTUAL BASIS TO CANTONMENT BOARD CHAKRATA FOR SANITATION WORK AT THE CANTONMENT BOARD CHAKRATA, BY DEPLOYING REQUIRED NUMBER OF CONTRACT PERSONNEL ON DAILY WAGES BASIS.

3.2. NAME OF CONTRACT

SUPPLY OF 19 CASUAL LABOUR ON CONTRACTUAL BASIS TO CANTONMENT BOARD CHAKRATA FOR SANITATION WORK AT THE CANTONMENT BOARD CHAKRATA, BY DEPLOYING REQUIRED NUMBER OF CONTRACT PERSONNEL ON DAILY WAGES BASIS.

3.3. PERIOD OF CONTRACT

The contract shall be for a period of one year from the date of commencement and further extended upto 4 year on year to year basis or period for which Board/CEO decide the extension of contract. The period of contract, may be terminated by the board, provided that the requirement of the Cantonment Board for persons persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected agency or cessation of the requirement of the work. The Cantonment Board Chakrata or Chief Executive Officer reserves the right to terminate this initial contract at any time after giving one month's notice to the selected agency. TENDER WILL BE AWARDED AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 AND ITS AMENDMENT.

Cantonment Board/Chief Executive Officer reserves the right to increase/decrease the number of **Outsourced personnel/employee** depending upon its functional requirement.

3.4. GENERAL TERMS AND CONDITION

3.4.1 The job of the contractor/agency shall be of SUPPLY OF 19 CASUAL LABOUR ON CONTRACTUAL BASIS TO CANTONMENT BOARD CHAKRATA FOR SANITATION WORK AT THE CANTONMENT BOARD CHAKRATA, BY DEPLOYING REQUIRED NUMBER OF CONTRACT PERSONNEL ON DAILY WAGES BASIS. The contractor/agency shall have no right over the building & other infrastructure, furniture & fixtures which shall remain the property of Cantonment Board, Chakrata that shall be responsible for maintaining the same.

3.4.2 All Central Govt/State Govt etc charges/taxes liable on contract will have to be paid by contractor and same will reimbursed by Cantt Board to Contractor on production of the receipt of the same. Any new charges/taxes lived by Govt same will be paid by Board as per rule.

3.4.3 Monthly payment will only be made on the basis of attendance and satisfactory work done by contractor, deduction of absentees will be done on the basis of current minimum wages/fixed remuneration.

3.4.4 Apart from submitting the tender documents online, the interested companies/bidder are also required to submit Earnest Money Deposit (EMD) of Rs. 98,000/- (Rupees Ninety eight thousand) and tender cost of Rs. 5900/- through EChhawani into Cantonment Board, Chakrata. Exemption will be allowed for the concerned firm/contractor/bidder as per Govt of India order for EMD and Tender cost on attachment of the copy of certificate in online Bid.

3.4.5 The successful bidder shall furnish the security deposit/ Bank guarantee (3% or higher as per Govt of India order time to time) of tender estimated amount/value of contract or the rate decided by Govt of India time to time through e-chhawani module in Cantonment Board, Chakrata. The Security deposited/ Bank guarantee will be refunded within month after the termination of contract.

3.4.6 The tenders have been published in <https://gem.gov.in/>. The interested agencies/bidder are advised to bid online at <https://gem.gov.in/> as per procedure in GEM (Government e Market).

3.4.7 The Technical bid/documents shall be opened first on the scheduled date and time at Office of the Cantonment Board, Chakrata (in GEM portal) in presence of the representatives of the company, if any, who wish to be present on the spot at that time. The Technical Bids shall be evaluated by a Technical Bid Evaluation Committee. Financial bids of technically qualified eligible bidders meeting criteria only shall be opened on the scheduled date and time as at (in GEM Portal) office of the Cantonment Board Chakrata in presence of short-listed contractors or their authorized representatives if any.

3.4.8 The bidder shall quote the technical & financial bid in GEM Portal only.

3.4.9 Conditional bids shall not be considered and will be summarily rejected.

3.4.10 The Chief Executive Officer shall have absolute rights and powers to forfeit the said security deposit in case of breach of any clause of this contract without any prior notice to the contractor and no claim whatsoever on this account shall be entertained.

3.4.11. The penalty @ 1% or more of the monthly value of the contract shall be imposed for non commencement of the services within 7 days after the issue of requisition for the **Outsourced personnel**. The Chief Executive Officer shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on the written application of the contract, in case the authority competent to do so finds that the grounds given by the contractor are reasonable and satisfactory.

3.4.12. The decision of the Cantonment Board, Chakrata with regard to the determining of quality of worker provided by the contractor, shall be final and acceptable to the contractor. If any deficiency is found with regard the services by the **Outsourced personnel** so deployed by the contractor, the contractor shall, therefore rectify the defect so pointed out without any extra payment. The Board shall also reserve the rights to get the services rejected or done/replaced at his own level at the risk and cost of contractor, after giving him a notice in writing and expenditure incurred on this account shall be recovered from the bills of the contractor of any other outsourcing dues or by forfeiting of any or all parts of the security/bank guarantee, as the Board may think proper.

3.4.13. The contractor shall be informed well in advance the number of **Outsourced personnel** to be deployed to the Cantonment Board Chakrata. The contractor shall deploy required personnel to provide the said service and immediately communicate the name, parentage, residential address, age proof, certified true copies of their academic and professional/technical qualification on account of their jobs, Aadhar Card, Mobile No. etc, of the persons as and when deployed or changed from time to time.

3.4.14. For the purpose of proper identification of the employees of the contractor, the contractor shall himself issue them the Identity Cards/Identification document and they shall be duty bound to display the Identity Cards at the time of duty.

3.4.15. The Chief Executive Officer or any other person so authorized by him/her shall be at liberty to carry out any surprise check on the working of the persons so deployed by the contractor in order to ensure that the required numbers of persons are deployed and that they are doing their duties properly.

3.4.16. On taking over the responsibility of providing the said service, the contractor shall formulate the mechanism and working guide-lines for the **Outsourced personnel** in consultation with the Chief Executive Officer. The contractor will keep on reviewing his arrangements from time to time and take additional measures, if any required to be taken to further streamline the said arrangement. The contractor as well as the **Outsourced personnel** deployed on duty shall however be bound to carry out the directions/instructions given to them to do any such job(s) assigned by the Chief Executive Officer.

3.4.17. The persons deployed by the contractor/agency for the work shall be employees of the contractor/agency for all intents and purposes. In other words the contractor/agency shall be the employer of the outsourced personnel/employees so deployed by the concerned contractor/agency and the Cantonment Board, Chakrata will not be treated as employer to the employees/persons in any respect.

3.4.18. The contractor/agency will ensure that employees are medically fit.

3.4.19. The persons so deployed shall be under the overall control and supervision of the contractor and the contractor shall be liable for payment of their wages etc. and all other dues which the contractor is liable to pay under the various labour regulation and other statutory provisions. The Cantonment Board, Chakrata shall be absolved of any such liability at its own level.

3.4.20. The contractor/agency shall ensure that all the employees get wages and other benefits admissible under various Labour Laws, as applicable.

3.4.21. The contractor/agency shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely under the Minimum Wages Act, P.F. Act, ESI Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act etc, if applicable. The contractor shall be responsible for contributions to the ESI, EOF, EDLI, and any other applicable pay allowances or contribution at his own level and maintained of such records as per rules. The contractor shall arrange the disbursement of wages to his **Outsourced personnel** so deployed for duty by 07th of every month. At the time of submission of bill for payment, the contractor should submit the proof for the previous payment made towards statutory liabilities like **EPF, ESI, GST or other pay allowances or contribution (as applicable)** or other Central/State Govt. taxes enforced etc. in respect of all the engaged personnel along with the attendance report of the **Outsourced personnel** deployed duly certified by the authorized official of the Cantonment Board and the same will be paid by cantonment Board. The contractor will also furnish a certificate regarding payment of honorarium/Dues to the **Outsourced personnel** deployed. The Board shall make the payment within one week of the receipt of the bill in proper form. The Cantonment Board, Chakrata shall in no case be involved or liable for any dispute between the **Outsourced personnel** deployed and the contractor regarding disbursement of the salaries or otherwise. The contractor shall be solely responsible for any lapse or delay for the submission of the return to the concerned authority of labour department EPF, ESI etc. about the **outsourced personal** in this Cantonment Board on contract basis if so required.

3.4.22. In case any of the persons so deployed by the contractor does not come upto the mark or performs his/her duties properly or indulges in any unlawful acts or disorderly conduct, the contractor shall take suitable action against such employee on the report of Chief Executive Officer or any other Officer/Official so authorized by the CEO for the purpose in this respect.

3.4.23. In case of any complaint, defect pointed out by the CEO/Board with regard the persons deployed by the contractor, the contractor shall immediately replace the particular person so deployed without further arguments.

3.4.24. The contractor/agency shall ensure that the **Outsourced personnel** so deployed adhere to the time schedule and leave schedule as fixed by the Board from time to time. In case of any long absence i.e. more than 7 days, the contractor shall ensure for stop gap arrangement.

3.4.25. The contractor/agency shall keep the Board indemnified against any loss caused to the Board's property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the contractor. The contractor/agency shall be responsible for

paying the recovery of amount of any loss caused to the movable/immovable property of the Board. In case any employee of the contractor/agency so deployed enters into dispute of any nature whatsoever, it will be the sole responsibility of the contractor concerned to contest the same. In case the Board is also made a party and is supposed to contest the case, the cost if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to the Board by the contractor in advance on demand. Further the contractor shall ensure that no financial or any other legal liability comes on the Board in this respect of any nature whatsoever for the act done by the persons of the contractor and shall keep the Board indemnified in this respect.

3.4.26. The Board has further right to adjust or readjust or deduct any of the amounts from the payment to be made to the contractor/agency under this contract or out of the security deposits of the contractor/agency.

3.4.27. Both of parties will be liable to adjust the amount (even after the completion of contract period).

3.4.28. If the contractor/agency has not paid salary to any of the **Outsourced personnel** so deployed, the Board will have the right to adjust or readjust or deduct the salary of the said employee, as aforesaid from the payment to be made to the contract under this contract or out of the security deposit of the contractor.

3.4.29. The contractor/agency shall be solely responsible for any damage/compensation due to injury/death of any staff deployed while on duty.

3.4.30. In case of any deficiency in services by the staff so deployed on contract basis or in the case of disobedience by the staff so deployed on duty, the Chief Executive Officer or any officer/official so authorized by the CEO shall be at liberty for the imposition of penalty, as may be deemed fit upto Rs. 500/- on such occasion after giving him an opportunity of being heard in person and the decision of the Chief Executive Officer shall be final and binding to the contractor.

3.4.31. The contractor/agency shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid 7th day of every month and to ensure the disbursement of wages deposited in bank account of his daily workers /outsourced staff directly. No cash payments at all.

3.4.32. The contractor/agency would be responsible for wages that would be directly go to bank account of the daily workers/outsource staff. Chief Executive Officer shall nominate a representative duly authorized by him to cross check the payment of wages.

3.4.33. The contract may be terminated in any of the following contingencies:

(a) On the expiry of the contract period.



(b) A notice of one month at any time during the continuation of services, in case the services rendered by the contractor/agency are not found satisfactory and in conformity with the general norm and the standard prescribed for the services.

or

(c) For committing breach of any of the terms and conditions of the contract by the contractor.

or

(d) On assigning the contract or any part thereof any benefit or interest therein or there under by the contractor to any third person for sub-letting the whole or a part of the contract to any third person.

(e) On contractor/agency being declared insolvent by competent court of law. During the notice period for termination of the contract in the situation contemplated above, the contractor/agency shall keep on discharging his duties as before till the expiry of notice periods. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person shall create any disruption/hindrance/problem of any nature to the board.

3.4.34. Contractor/agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to another Company without the prior written consent and permission of the Cantonment Board, Chakrata.

3.4.35. Financial bids of only those tenderers who are declared qualified technically shall be evaluated.

3.4.36. The Cantonment Board, Chakrata reserves right to terminate the contract during initial period also after giving one months' notice to the contracting Company.

3.4.37. Contractor/agency shall furnish before the commencement of work, the following documents in respect of the persons who are proposed to be deployed in the Cantonment Board.

3.4.38. List of persons full details i.e. date of birth, marital status, address, educational and professional qualification, experience etc.

3.4.39. In case, the person employed by the successful contractor/agency commits any act of omission or commission that amounts to misconduct / indiscipline/ incompetence/ malfeasance/ security risk, the Service Provider will be liable to take immediate appropriate action against such persons, including registering a police case for the malfeasance/being security risk and their removal from site of work, within 1 day of being brought to their notice.

3.4.40. Contractor/agency shall provide large identity cards to the personnel deployed in the Cantonment Board recent photograph of the personnel and personal information as to name, date of birth, designation and identification mark etc.

3.4.41. Contractor/agency shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering etc. The service provider will also ensure that the personnel adhere to the dress code commensurate with a government office.

3.4.42. The agency shall depute a coordinator, who would be responsible for interaction with the CANTONMENT BOARD CHAKRATA so that optimal services can be availed without any disruption.

3.4.43. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so employed and deployed in the Cantonment Board, Chakrata. **The persons deployed by the contractor in the Cantonment Board shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against Cantonment Board, Chakrata.**

3.4.44. The contractor/agency shall be solely responsible for the redressing grievances / resolution of disputes relating to persons deployed. The Cantonment Board, Chakrata shall, in no way, be responsible for settlement of such issues whatsoever.

3.4.45. This Cantonment Board Chakrata shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing Company in the course of their performing the functions/ duties, or for payment towards any compensation.

3.4.46. The persons deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/ confirmed employees of the Cantonment Board during the currency or after expiry of the contract.

3.4.47. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity.

3.4.48. In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reason or circumstances, liabilities thereof of the contract shall be drawn by the following on such terms and conditions, as the Board may think fit.

- (i) Legal heirs in case of sole proprietor
- (ii) The next partners in case of company of firm otherwise the Chief Executive Officer shall reserve the right to settle the matter according to the circumstances of the case as he/she may think proper.

3.4.49. Contractor/agency shall not be allowed to be represented by a lawyer during any investigation, enquiry with regard to the dispute during the functioning the contract work by outsourced personnel/employees.

3.4.50. All the disputes in regard to this contract shall be subject to jurisdiction of Chakrata Court.

3.4.51. In the event of any dispute or differences arising out of or in any way touching or concerning this agreement whatsoever, the same shall be referred to the sole Arbitrator (PDDE, Central Command, Lucknow or any Other Officer as decided by the CEO/Board), whose decision shall be final and binding on the parties thereof.

3.4.52. The right of the cancellation/rejection of tendering process (fully or partially) will be decided by Chief Executive Officer/Cantt Board, Chakrata without prejudice.

3.4.53. The qualification of technical persons in case may be i.e. teachers, Clerk, other technical staff, sanitation staff etc. will be decided by Chief Executive Officer, Cantonment Board, Chakrata/Board. The agency will publish advertisement or as per decision of the Board/CEO for engagement of staff at his own cost whose reimbursement will be provided on production of the bills etc and will provide the shortlist of candidate to this office for engagement and the CEO will select the candidate for engagement of technical/Non technical/Sanitation job requirement as per their qualifications.

3.4.54 Contractor/agency should be registered/incorporated as a company under Indian Companies Act in case may be.

3.4.55 Contractor/agency shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in Cantonment Board, Chakrata

3.4.56 Contractor/agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Cantonment Board, Chakrata to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

3.4.57 Contractor/agency shall maintain all statutory registers under the applicable laws. The Company shall produce the same, on demand, to the concerned authority of Cantonment Board or any other authority under law.

3.4.58 The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Company by Cantonment Board.

3.4.59 In case, the tendering Company fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Cantonment Board is put to any loss, obligation, monetary or otherwise, the Cantonment Board will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Company, to the extent of the loss or obligation in monetary terms.

3.4.60 The contractor/Agency shall be paid to its outsourced personnel/employees as minimum wage as per Labour Deptt Orders plus obligatory payments towards EPF/ESI/GST/Cess etc., as applicable. In the case of tie or equal rates the decision of the CEO/Board for selecting the agency is final. **These service charges once fixed will remain fixed for the entire duration of the contract or for period of subsequent extension(s) and will not vary with the wage as fixed by the Board , or otherwise THE BOARD AS PER ITS DECISION MAY REVISED THE RATE/WAGES FOR OUTSOURCED MANPOWER AND SAME WILL BE PAID TO CONTRACTOR ACCORDINGLY.** The revised wages will be paid to outsourced manpower as per notification of the concerned department.

3.4.61 The contractor/agency shall raise the bill, in triplicate, along with attendance sheet of the outsourced employees.

3.4.62 The claims in bills regarding wages paid to the personnel deployed, Employees State Insurance, Provident Fund, and GST etc. should be necessarily accompanied with documentary proof, duly self-attested by the authorised representative of the company, (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced personnel) pertaining to the concerned month's bill. A requisite portion of the bill/whole of the bill shall be held up till the proof is furnished, at the discretion of the Cantonment Board Chakrata.

3.4.63 Bidding awarded on the basis of L1. In case of rates are tie between two or more bidder the Auto Run L1 or Board/CEO select the bidder its own discretion.

3.4.64 The Board reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be

adopting unethical business practices, without bearing any liability or any loss whatsoever it may cause to the bidder in the process.

3.4.65 The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel who should be well behaved and well mannered.

3.4.66 The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and other applicable remuneration relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the personnel on or before the 7th day of every succeeding month, irrespective of delay in payment of Bill by the Cantonment Board Chakrata for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Govt time to time.

3.4.67 The Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at Board. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications:

The payment of wages Act 1936

The Employees Provident Fund Act, 1952

The Factory Act, 1948

The Contract Labour (Regulation) Act, 1970

The Payment of Bonus Act, 1965

The Payment of Gratuity Act, 1972

The Employees State Insurance Act, 1948

The Employment of Children Act, 1938

The Motor Vehicle Act, 1988

The Minimum Wages Act, 1948

3.4.68 If the Contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the Board. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the Board along with testimonials before they are actually deployed for the job.

3.4.69 In case of any loss that might be caused to the Board due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the Board shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Board besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the Board shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

3.4.70 If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.

3.4.71 That Contractor's authorized representative(Owner/Director/Partner/Manager) shall personally contact CEO Cantonment Board Chakrata at least once a month to get a feedback on the services rendered by the contractor viza-viz corrective action required to make the services more efficient.

3.4.72 In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall maintain reserve inventory of employees; Failure on this account shall attract penalty of Rs.500/- per day per person who is found missing / absent from duty payable by the Contractor for such absence.

3.4.73 The successful bidder would have to deposit an amount of 3% or higher as per Govt of India order time to time of Annual contract of value towards performance security deposit through e-chhawani module in favour of the CEO, Chakrata Cantonment Board payable at Chakrata which would remain with Board during the contract period and no interest shall be payable on the performance Security Deposit amount.

3.4.74 The contractor shall arrange to maintain the daily attendance record of the contract personnel deployed by him. This attendance record is to be submitted every month to the Board with an attested photo- copy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the Cantonment Board Chakrata at any other point of time. The Board may install Aadhar based Biometric Attendance machine for taking attendance of staff deployed by the contractor/firm.

3.4.75 The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the Board. In the event, Board makes any payment or incurs any liability, the contractor shall indemnify the Board completely.

3.4.76 In case of any dispute arising out of this agreement then PDDE, CC Lucknow shall nominate any officer as a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Chakrata/Vikash Nagar/Dehradun Court will have the jurisdiction to settle and decide all the disputes.

3.4.77 As and when the Board requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the Board.

3.4.78 Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

3.4.79 In case the Board suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the Board reserves the right to terminate the contract without assigning any reasons.

3.4.80 Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.

3.4.81 The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.

3.4.82 The contractor shall, at all times, maintain all the statutory records and documents, in proper format, as prescribed under the various Acts / Rules / Laws applicable to contract labours/personnel and shall ensure filing of all prescribed return in proper format to the

concerned authorities well within the time limit specified under the respective Acts / Rules / Laws.

3.4.83 The contractor shall, on demand by Board, produce all such records / documents / returns for inspection as Board deems fit for ensuring proper compliance towards the provisions of applicable Acts / Rules / Laws is being done by the contractor.

3.4.84 The contractor should obtain a Licence from the Jurisdictional Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the Board.

3.4.85 The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by the Govt of Uttarakhand notified minimum wages, from time to time, as applicable during the contract period.

3.4.86 The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month. The payment of wages will be made in the presence of an authorized representative of Board at a place and time notified for the purpose.

3.4.87 The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.

3.4.88 The Contractor should ensure that his workmen are granted Holidays/Leave with wages as applicable to the daily wages employee as per relevant Act/Rules.

3.4.89 The Cantonment Board Chakrata reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.

3.4.90 The contractor must get police verification of all his personnel employed at Cantonment Board Chakrata and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications. The Contractor has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc.

3.4.91 If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.

3.4.92 Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the Cantonment Board Chakrata will be considered applicable at the time of any dispute/following any statutory rules.

3.4.93 The contractor shall appoint at least one Supervisor on his behalf to coordinate with NACIN and supervise the work done by the personnel deployed to the satisfaction of Cantonment Board Chakrata. The details of the Supervisor shall be provided separately to the Cantonment Board Chakrata before commencement of the work and any change shall also be duly intimated.

3.4.94 The contractor shall ensure that there is no scope for any grievance from the personnel deployed by him on account of delayed payment of wages.

3.4.95 No advance payment will be made. Payment will be made on monthly basis after satisfactory completion of work.



3.4.96 In case of any complaint of non-fulfilment of any obligation under the contract, the CEO, Cantonment Board Chakrata reserves the right to deduct the payments due from the contractor from monthly bill (s)

3.4.97 Proof of challan / receipt for the payment made towards wages to each employee should be furnished to this office along with the monthly charges bill to be submitted for reimbursement. In case this office receives any complaint regarding non-payment of wages to any personnel the amount payable to these personnel will be recovered from contractor's bill and paid to such personnel. iv) The contractor shall strictly comply with the provisions of the Employee Provident Fund Act, 1952 and the provisions of Employees' State Insurance Act, 1952. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan / receipt for the payment of Provident Fund and ESI made on account of the workers for the preceding month together with their ESIC Ins. No. / EPF subscriber number.

3.4.98 The Cantonment Board Chakrata shall pay to the contractor only the minimum wages, as per the contract, on monthly basis and any other payments such as PF/ESI/Service Tax etc. would be made only after submission of proof of payment by the contractor to the concerned statutory authorities/accounts. The other payment like bonus, performance bonus will not make to outsourced employees.



(R.N. Mandal)

Chief Executive Officer
Cantonment Board, Chakrata



Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-12-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-12-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Defence
Organisation Name/संगठन का नाम	Dg Of Defence Estate
Office Name/कार्यालय का नाम	*****
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Sweeper
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	20 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	4900000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	98000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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।

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

Beneficiary/लाभार्थी :

Revenue Superitandent
Cantonment Board Chakrata, Department of Defence, DG of Defence Estate, Ministry of Defence
(Shekhar)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

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

4. 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 / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

5. 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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[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.

6. 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.

7. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

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:Terms and Condition as per tender documents

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each

contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:Terms and Condition as per tender documents

Geographic Presence: Office registration certificate:Terms and Condition as per tender documents

Scope of work & Job description:[1700316261.pdf](#)

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1700316365.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.:[1700316366.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1700316382.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Sweeper (19)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Sweeper
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	Safiwala

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Dehradun	19	• Minimum daily wage (INR) exclusive of GST : 504 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 491 • Provident Fund (INR per day) : 1966 • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 12

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**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. Purchase Preference (Centre)

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the

OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. Purchase Preference (Centre)

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

4. Purchase Preference (Centre)

Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

5. Purchase Preference (Centre)

Preference to Make In India products (for bids greater than 200 Crore) (can also be used in Bids less than 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. Purchase Preference (Centre)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

Disclaimer/अस्वीकरण

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---