

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-05-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-05-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Military Affairs
Organisation Name/संगठन का नाम	Indian Army
Office Name/कार्यालय का नाम	*****
क्रेता ईमेल/Buyer Email	harshvardhanv.776n@gov.in
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Semi-skilled; High School; Others , Manpower Outsourcing Services - Minimum wage - Unskilled; High School; Others
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)	17 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
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 and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single 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	3497312
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	104919

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).	14

(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 दस्तावेज़ 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 :

QUARTERMASTER

The Rajput Regiment Centre, Department of Military Affairs, Indian Army, Ministry of Defence
(Harshvardhan Verma)

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. 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.
3. 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.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
5. 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.

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:The Bidder should have executed at least 3 No. projects with contract value not less than 17Lfor each contract of providing manpower services to Central/ State Government Departments/ Public Sect

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:The Bidder should have executed at least 3 No. projects with supply of 10 no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last 3 financial yr

Geographic Presence: Office registration certificate:Uttar Pradesh

Scope of work & Job description:[1746074853.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1746074958.pdf](https://www.mca.gov.in/MinWages/MinWages.pdf)

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; High School; Others (4)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Semi-skilled
Educational Qualification	High School
Type of Function	Non-IT Technical
List of Profiles	Cook
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	0
Title for Optional Allowances 3	0
Title for Optional Allowances 2	0
Designation	Cook

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
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****FATEHGARH	4	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 632 • 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 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 20.54 • Provident Fund (INR per day) : 75 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others (2)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Educational Qualification	High School
Type of Function	Others

Specification	Values
List of Profiles	mess boy
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	0
Title for Optional Allowances 3	0
Title for Optional Allowances 2	0
Designation	mess boy

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परिषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****FATEHGARH	2	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 541 • 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 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 17.58 • Provident Fund (INR per day) : 70.33 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others (8)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Educational Qualification	High School
Type of Function	Others

Specification	Values
List of Profiles	stewards
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	0
Title for Optional Allowances 3	0
Title for Optional Allowances 2	0
Designation	Stewards

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परिषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****FATEHGARH	8	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 541 • 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 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 17.58 • Provident Fund (INR per day) : 70.33 • Number of working days in a month : 26 • 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. Generic

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

3. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

4. **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.

5. **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

MAJOR HARSHVARDHAN VERMA
payable at
QM OFFICE, RRC

- . 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.

6. **Generic**

Registration / Empanelment Requirement: Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with

GST

for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

7. **Purchase Preference (State)**

Bid reserved for MSE from the State of Bid Inviting Authority: Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. **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 15% of total value.

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.10 ADDITIONAL TERMS AND CONDITIONS

1. The contract shall be initially for a period of one year commencing from the date of effecting the contract which can be renewed for one more year as per satisfaction of the centre. However, in case of unsatisfactory performance/ violation of minimum wages Act EPF and ESI Rules by the act someone average the Centre/ Commandant can terminate the said contract by giving one month notice in writing to the contractor. Whereas, contractor have to given three months notice to the Centre to terminate contract.

2. The contractor/ service provider shall render the cook, stewards and mess boy services to The Rajput Regiment Centre, Fatehgarh.

3. The working hours will be as under:

a. From Monday to Saturday will be working day and Sunday will be holiday on account of being weekend days. Total working hours will not be less than 08 hours per day. Further added that Gazetted holidays shall be applicable as per existing rules/ instructions issued time to time by the Govt.

b. They may also be called on Sundays as and when required for which extra payments per person per day basis will be given.

4 (a) The contractor shall be responsible for fulfilling all his obligations towards the person(s) deployed under various the labour laws namely industrial Disputes Act, Minimum Wages Act, Minimum Wages Act, Workmen's Compensation Act, the contractor labour (Regulation and Abolition) Act, EPF Act, Payments of wages Act, ESI Act, Bonus Act, Maternity Benefits Act, The Prohibition of Employment as Manual Scavenger and their Rehabilitation Act 2013. Shops and Establishment Act, Factories Act, or other labour rules and regulations applicable and emended from time to time.

4(b) The contractor shall bear all expenses regarding uniforms, preparation of their Identity cards, compensations, wages and allowances (DA), EPF, ESI and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The contractor shall also quote his rate of profit (service charges) in addition to the honorarium fixed by the centre from time to time to be paid. Number and also submit proof of submission of EPF, ESI, etc alongwith ECR and copy of successful Challan (as share of principal Employees) reimbursement, as applicable every month for the previous month alongwith the monthly bill with respect to all employees deployed by him at The Rajput Regimental Centre, Fatehgarh. The contractor shall be solely responsible for any issue or delay for the submission of any reports/ return to the concerned authorities Labour Department, EPF, ESI etc about the staff engaged in this institution on contract basis, if applicable. The contractor shall specifically ensure compliance of various Labour Laws/ Acts including with (but not limited to) the following and their re-enactments/ amendments/ modifications as applicable:-

i. The payment of Wages Act 1936

ii The Employees Provident Fund Act, 1952 8 / 13

iii The contract Labour (Regulation) Act, 1970 and Scheme of 1971

iv The Employees State Insurance Act, 1948

v The Employment of Children Act, 1938 vi The Minimum Wages Act, 1948 The contractor shall not mix up the statutory payment of one Govt department with another department i.e. with The Rajput Regiment Centre, Fatehgarh, so that there is complete clarity about the daily wages engaged for The Rajput Regiment Centre, Fatehgarh.

5. In case of non-compliance with the contract, the Rajput Regiment Centre, Fatehgarh reserves its right to

terminate the contract.

6. The contractor/ service provider shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in The Rajput Regiment Centre, Fatehgarh.

7. The workers provided by the contractor will not claim to become the employees of The Rajput Regiment Centre, Fatehgarh and there will be no Employees and Employer relationship the workers engaged by the contractor and The Rajput Regiment Centre, Fatehgarh.

8. The penalty @ Rs. 1% of the monthly value of the contract shall be imposed for non-commencement of the services within seven days after the issue of requisition for the staff. The Commandant shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on the written application of the contractor, in case the authority competent to do so finds that the grounds given by the contractor are reasonable and satisfactory.

9. The decision of the Commandant, The Rajput Regiment Centre, Fatehgarh with regards to the determining of quality of services done by the contractor, shall be final and acceptable to the contractor. The contractor shall therefore rectify the defect so pointed out without any extra payment. The Commandant shall also reserve the rights to get the services so rejected 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 count shall be recovered from the bills of the contractor of any other outstanding dues or by revocation of any or all parts of the security/ bank guarantee, as may think proper.

10. The contractor shall be informed well in advance the number of staff to be deployed in the Rajput Regiment Centre, Fatehgarh. The contractor shall deploy required personnel to provide the said services and immediately communicate the name, permanent residential address, age etc of the persons as and when deployed or changed from time to time with the consultation of The Rajput Regiment Centre, Fatehgarh.

11. The Commandant or any other official so authorized by him 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 number of persons is deployed and that they are doing their duties properly.

12. In case of any complaint/ defect pointed out by the Centre, the contractor shall immediately replace the particular person so deployed without further argument.

13. The contractor shall ensure that the staffs so deployed adhere to the time schedule and leave schedule and leave schedule as fixed by the Centre from time to time. In case of any long absence i.e. more than 07 days, the contractor shall ensure the replacement.

14. The workers will be screened by the contractor after police verification regarding their antecedents, character and conduct; and a copy of the reports shall be submitted to The Rajput Regiment Centre, Fatehgarh.

15. Replacement of personnel as required by the The Rajput Regiment Centre, Fatehgarh will be effected promptly by the contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with The Rajput Regiment Centre, Fatehgarh. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to The Rajput Regiment Centre, Fatehgarh along with testimonials/ latest passport size photograph of the each individual before they are actually deployed at The Rajput Regiment Centre, Fatehgarh shall be its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

16. In case of death or misshape occurred during discharging the duty, the compensation liability will solely rest with the contractor.

17. That contractor's authorized representative (owner/director/partner/manager) shall personally contact office of The Rajput Regiment Centre, Fatehgarh at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient.

18. In the event of contract worker being on leave/ absent, the contractor shall ensure suitable alternative 9 / 13 arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for leave reserve. Failure on this account shall attract deduction of wages per day of per person in addition to the wages payable to the contractor for such absence.

19. The successful bidder would have to deposit as amount of 5% of Annual Contract value towards security deposit through FDR/ PBG as Bank Guarantee in favour of The Commandant, The Rajput Regiment Centre, Fatehgarh which would remain with The Rajput Regiment Centre, Fatehgarh during the contract period. However, the tenderer shall be required to revise/ extend his performance.

20. The contractor shall arrange to maintain the daily attendance record of the contract personnel deployed by him showing their arrival and departure time. This attendance record shall be submitted every month along with monthly bill for payment to the office-suptd of The Rajput Regiment Centre with an attested photocopy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the Comdt, The Rajput Regiment Centre at any other point of time.

21. If at any point of time it comes to the notice of the Board that the contract personnel deployed are different from the list provided (with attested photographs), the Centre will be well within its right to impose a penalty not exceeding two times the wages payable to contractor for each such personnel identified.

22. The contract worker deployed by the contractor shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract the Centre.

23. If any dispute of difference arises between the contractor and the office, the same shall be referred to the sole arbitration of the Comdt, The Rajput Regiment Centre or any other sole arbitrator appointed by the Comdt, The Rajput Regiment Centre and decision of the said arbitrator shall be final and binding upon both the parties.

24. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Local Court at Farrukhabad will have jurisdiction to settle and decide all the disputes.

25. The contractor shall raise bill for services rendered by 3rd of every month and the Centre shall pay/ reimburse the bill by the of every month in normal course and subject to availability of funds TDS as per Income Tax Rule shall be deducted from the bills of the contractor as per applicable laws.

26. As and when the Centre requires additional contract shift on temporary or emergency basis, the contractor will depute such personnel in accordance with prorated rates. For the same, a notice of two days will be given by the Centre.

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

28. The contractor will be held wholly responsible for any action taken by statutory body for violation/ non-compliance of any such provision/rules.

29. The contractor should maintain all the records and documents and submit periodical reports/ returns under various labour laws applicable to contract labour/ personnel and Establishment Act/ Rules applicable to his/ her Establishment and make them available to the Centre at all time. Indicative list of such records is given for example :-

(a) Register for workman.

(b) Employment Card (to be issued to workers)

(c) Muster Roll.

(d) Register for wages.

(e) Wage slip.

30. The above records and the following returns filed by the contractor have to be produced to the Admin. The Centre on demand and original / photocopies of these records should be handed over after completion of the contract.

31. The contractor should obtain a License from the Central 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 Centre.

32. The contractor shall ensure that the payments of wages to his workman deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by Cantt board/ Central Govt. respectively and such minimum shall be revised as per the notified minimum wages, from time to time as applicable during the contract period.

33. The contractor should ensure payment of wages to his workman on or before 7th of every succeeding

month . The payment of wages will be made in the presence of an authorized representative of Comdt, The Rajput Regiment Centre at a place and time notified for the purpose.

34. The wages shall be paid to workman without any deduction except those under the payment of wages and Act and minimum wages Act/EPF/ESI Act rules.

35. The Contractor should ensure that his workman are granted Holidays/Leave with wages as per applicable Act/Rule.

36. The Centre reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/ EPF and other lawful liabilities.

37. If any the worker deployed by the contractor indulges in theft of any illegal/ irregular activities, misconduct, the contractor will take appropriate action as per law rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, shall not be further employed under contract in The Centre.

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

39. The contractor/ service provider liable to provide login user ID and password to the Centre to check the ECR/EPF/ESI statement, if so required.

40. The contractor/ service provider will ensure that the workers provided by him are not indulging in any union activities at the work place.

41. All payments must be completed in online form to all the employees and proof of transactions shall be submitted to this office. No physical payments will be accepted. If any time it is found that the vendor is providing payments in physical form, strict actions would be taken against the vendor.

42. The contract shall provide a file with the following documents : -

- (a) Nominal roll of all outsourced employees
- (b) Police Verification of all outsourced employees
- (c) Photocopy of id card issued by the firm
- (d) Copy of Aadhar Card undersigned by the indls.

43. The contractor/ service provider will ensure that the workers provided by him are not indulging in any union activities at the work place.

44. The service provider must provide following documents while bidding. In case any of the following documents are missing the bid is liable to be rejected.

- (a) Experience certificate and Past Experience
- (b) Annual/Bidder turnover
- (c) MSME Certificate
- (d) Labour License
- (e) Vendor must have his office/branch in Farrukhabad (Uttar Pradesh) or must have to upload undertaking of opening branch/office in Farrukhabad within 05 days of getting the contract.
- (f) Character Certificate by District Magistrate
- (g) ISO Certificate
- (h) Integrity Certificate duly signed by the contractor.
- (j) EMD
- (k) GST Certificate

(I) And other ATC Docs, if any.

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10. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---