



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6132990 Dated/दिनांक : 29-04-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-05-2025 17:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	20-05-2025 17:30:00	
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 Military Affairs	
Organisation Name/संगठन का नाम	Indian Navy	
Office Name/कार्यालय का नाम	******	
क्रेता ईमेल/Buyer Email	logo-mokarwar@navy.gov.in	
ltem Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Skilled; Secondary School; Others , Manpower Outsourcing Service - Minimum wage - Unskilled; Not Required; Others	
Contract Period/अनुबंध अविध	1 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	8 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 छ्ट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	

Bid Details/बिङ विवरण			
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (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		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No		
Type of Bid/बिंड 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	1470490.08		
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation		
Arbitration Clause	No		
Mediation Clause	No		

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
	No

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	15

(a). 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 :

MATERIAL SUPERINTENDENT

Material Organization, Department of Military Affairs, Indian Navy, Ministry of Defence (Material Superintendent)

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 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. 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 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 online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

 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 at a support of 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

Scope of work & Job description: 1744351992.pdf

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages $Act: \frac{1744357746.pdf}{1744357746.pdf}$

Manpower Outsourcing Services - Minimum Wage - Skilled; Secondary School; Others (2)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values			
Core				
Skill Category	Skilled			
Educational Qualification	Secondary School			
Type of Function	Others			
List of Profiles	LIFE GUARD			
Specialization	LIFE GUARD			
Post Graduation	Not Required			
Specialization for PG	Not Applicable			
Experience	1 TO 3 YEARS			
State	NA			
Zipcode	NA			
District	NA			
Addon(s)/एडऑन				
Additional Details/अतिरिक्त विवरण				
Designation	LIFE GUARD			

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	*****	**************************************	2	 Minimum daily wage (INR) exclusive of GST: 760 Bonus (INR per day): 63.31 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): 24.7 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; Not Required; Others (3)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Skill Category Unskilled		
Educational Qualification	Not Required	
Type of Function	Others	

Specification	Values			
List of Profiles	Mazdoor/Labour			
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				
Designation	CLEANERS			

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/ਧਗ	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	******	**************************************	3	 Minimum daily wage (INR) exclusive of GST: 541 Bonus (INR per day): 45.07 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 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

- 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.

2. Forms of EMD and PBG

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

MATERIAL SUPERINTENDENT

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

3. 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

PCDA(NAVY) MUMBAI payable at AO(NAVY) KARWAR

. 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.

4. Certificates

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

5. Past Project Experience

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

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1.1) Minimum Wages: The contractor should ensure payment of existing minimum wages a s per minimum act, 1948 as revised from time to time to the High skilled/skilled/semi skille d/unskilled labours deployed by him. Non adherence to the minimum wages act 1948 will r eserved in cancellation of the contract, for feitin g of EMD/PBG and appropriate administrati ve action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed contracts as per the existing minim um wages p romulgated by the ministry of labour and employment by GOI to the High-skilled/skilled/se mi-s killed/unskilled workers. Any revision in the wages will be payed to the contractor as a n arrear on providin g the documentary proof or revision done by either central Govt. or state Govt. The contractor shall pay the wages to the personnel employed by them not less than the minimum wages under Contract Labour (R& A)Act.
- 1.2) EPF, ESI, EDLI and Service Tax: The amount of EPF, ESI, EDLI and GST shall be quoted strictly as per pr escribed Govt. rates. However, payment for these statutory obligations wil

I be made in arrears on producti on of documentary evidence to the effect that the same h as been deposited by the Contractor in the conce rned account.

- 1.3) The Contractor shall obtain a valid license from the competent Licensing officer under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central rules, 1971 within 90 days from the date of awarding of contract. If the Contractor is refused a license for any reason whatsoever or fails to obtain the license within the stipulated period, the contract shall auto matically stand terminated and the customer shall be at liberty to recover losses, if any, from the security deposit cum Performance Guarantee of the Contractor.
- 1.4) The Contractor Regulation Act,1986.shall also abide by the provisions of the Child Labo ur
- 1.5) The Contractor shall pay to the labour employed by him wages as per the provisions of the Contract L abour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central rules, 1971.
- 1.6) The Contractor shall fix the wage period not exceeding one month to make payment to the workers e mployed by him and shall ensure payment before expiry of the 5th day after the last of the wage period.
- 1.7) The Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the worker employed on work.
- 1.8) The Contractor agrees to indemnify the customer against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury for death by accident under the Workman Compensation Act (Act VIII of 1923).
- 1.9) Responsibility of payment of wages as per Section 21 of CLRA 1970. The Contractor's hall make payment to the contract labour on monthly basis under the contract in the prese nce of Officer-In-Charge or an officer nominated by him in the premises of Material Organis ation, Karwar on or before the 20th of every month on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 25th of the following month. In case the Contractor fails to make payment of wages within the period or makes short payment, Indian Navy reserves the right to make payments to the contract labour by de ducting from any amount payable to the Contractor under any contractor as a debt payable by the Contractor.
- 2.0) Registers and other Records to be maintained by Contractor as per section 29 of CLRA 1970 are as follows: -
- (i) Register of persons Employed on Form XIII of CLRA Rule 75.

- (ii) Employment Card on form XIV within three days of employment of each Worker Rule 7 6.
- (iii) Service Certificate on Form XV is to be issued to every worker on termination of employ ment for any r eason.
- (iv) Form of register of wages-cum-muster roll as perform XVIII of CLRA -Rule 78.
- (v) Wage Slip as per Form XIX of CLRA 1970, which will be issued to each worker on the d ay the wages is paid in the presence of the representative of the Principal employer.
- (vi) Any other requirement as required by the law.
- 2.1) If it comes to the notice of the Material Superintendent, Material Organisation at later s tage that the a pplicant has concealed some material facts, the Material Superintendent, will be at liberty to terminate the licence/contract or reject the tender, as the case may be.
- 2.2) Security Deposits can be adjusted against the losses/damages caused by the license to the organisati on.
- 2.3) After satisfactory completion of services by the Contractor during the period of the contract including the extended period, if any, the Material Organisation will refund the Securit y Deposit to the Contractor/lic ensee after adjusting its claims, if any.
- 2.4) If the Officer-in-Charge notices any discrepancy in use of men and material he may lev y compensation of not exceeding 10% of the monthly contract amount.
- 2.5) The Contractor shall be responsible for any act of omission on part of his worker. He will vouch for their safe character and will be responsible for good conduct of his workers. The Contractor will ensure that the staffs employed by him do not participate in any union activities of agitations in the premises of the Material Organisation.
- 2.6) Any damage done to the existing structures caused by the Contractor's personnel shall be rectified by the Contractor at his own risk and cost. Any theft or breakage caused by the Contractor's personnel shall be borne by the Contractor.
- 2.7) Apart from the salaries and wages that are to be paid by the contractor. The contractor shall also be r esponsible to provide the following additional amenities to their employees:-
- (a) Leave as per Contract Labour (R&A) Act.
- (b) Gratuity as applicable.
- (c) PF and family pension as applicable.
- (d) Insurance as applicable.

- (e) Bonus as applicable
- 2.8) The Contractor shall at his own cost if required, take necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in condition with the se rvices to be rendered to Materi al Organisation, Karwar.
- 2.9) The Contractor shall comply with all relevant labour laws as applicable to the area as e xisting or as m entioned during the contract period and shall indemnify National Material or ganisation, Karwar against allaspects of omission, faults, breaches and of any claim or dem anded loss, injury and expenses to which Material Organisation, Karwar may be part or involved as a result of the Contract ors failure to comply and of the obligations under the relevant acts/ laws which the Contractor is to follow.
- 3.0) The Contractor shall obtain a valid license under the Contract Labour (R&A) Act 1970 a nd there under before the commencement of the work and shall continue to hold it till the c ompletion of the contract.
- 3.1) The Contractor on receiving any complaint shall attend to it and complete the job immediately to the satisfaction of the Officer-in-Charge.
- 3.2) The Contractor or his supervisor will personally submit the report of his men material d eployed on the work to the Officer-in-Charge daily in the morning and as directed by the Officer-in-Charge from time to ti me.
- 3.3) The Contractor and his personnel will be issued with identity cards by INS Kadamba for Material organ isation(Karwar). These are to be returned to Material Organisation when no more required for any personn el and/or after completion of the contract. Any losses of ide n tity cards are to be reported to Material Organisation immediately. All personnel connect ed with the contract and their bags and baggage shall be liable for physical check both at the time of entry and passing out of the Estate Premises.
- 3.4) The standards of workers shall always be to the satisfaction of the authorised Represe ntative of the M aterial Superintendent whose decision in this regard will be final and binding on the Contractor. In case of default Material Organisation may get necessary improvem ent done at the cost of the Contractor and the amount spent on effecting the above improvement shall be deducted from the Contractor's bill.
- 3.5) After utilisation of casual leave as per GeM, If the attendance(manday) falls short of the contracted nu mber of persons an amount as appropriate per person shall be deducted from the salary bill and the same shortfall attendance(manday) will be utilised from them or other workers in the form of overtime as and when required by the organisation within the sanction period.

- 3.6) Material Organisation may for security reasons direct the Contractor not to employ such personnel who in the opinion of the Material Organisation don't satisfy the security aspects. This will be binding on the Contractor.
- 3.7) Payment of bills will be made in installments of the contracted amount payment every month subject to the satisfactory performance. The payments will be made through PCDA (Navy), Karwar. Though this off ice shall make every end favour to get the payment release d from PCDA (Navy), Karwar within a reasonabl e period, but this office will not responsible for the delay in payment from PCDA (Navy), Karwar. In case of continued unsatisfactory wo rk, a penalty not exceeding 10% of the contracted amount will be charged and deducted from the bill for the month.
- 3.8) The stamp duty will be borne by the Contractor.
- 3.9) No claim of any sort from labours/ supervisor's personnel will be entertained by the go vernment.
- 4.0) The Contractor shall comply at his own cost with the provisions of all laws, rules, order s and regulatio n whether central or state or local bodies as applicable in respect of such contract from time to time. The Material Organisation will be in no way responsible for any neglect or omission on the Contractor's part of the rules and regulations. These acts, rules include without limitations the following: -
- (a) Minimum Wages Act and Rules and Orders modifications issued there under from time to time.
- (b) Contract Labour (Regulation and Abolition) Act, 1970 with rules. Orders and Notification made there un der from time to time.
- (c) Industrial Disputes Act 1947.
- (d) The workmen compensation act.
- (e) Mines, factories or shop and commercial act whichever applicable.
- (f) Payment of gratuity act 1972.
- (g) Payment of bonus Act 1965
- (h) Payment of wages act.
- (i) All other acts/rules, regulation by laws, others notifications etc. applicable for such contract.
- 4.1) The Contractors/Firms/Agencies should be in possession of employees Provident Fund number with a documentary proof
- 4.2) Additional Qualifications for Technical Compliance

- a. Registration/Branch office at Uttar Kannada : Bidders should have registered office at Karnataka.
- b. Past experience in any Govt organisation.
- 4.3) BID SECURITY DECLARATION CERTIFICATE in this format for exemption of EMD "If I/W e withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for a period of Six mon the from being eligible to submit bids for contracts with the entity that invited the bids"
- 4.4) Following documents to be uploaded for evaluation :-
- (a) Labour License.
- (b) EPF & ESIC registration.
- (c) PAN card of firm.
- (d) GST registration of firm.
- (e) Past experience of 03 years.
- (f) Minimum turnover of average last 03 years.
- (g) Undertaking regarding payment to labours on time as per minimum wages act and labour act on bidder 's letter head.

Special Conditions of Contract Performance Guarantee:

The Bidder will be required to furnish a performance guaranteeby way of Bank Guarante e through a public sector bank or private sector bank authorized to conduct government bu siness (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd) for a sum of Rs. 73,525.00 (Sevent y Three Thousand Five Hundred Twenty Five Only) Within 30 days of signing of this work or der. Performance Bank Guarantee should be valid up to 60 days beyond the last date of contact duration.

Note:- The seller has to provide additional amount of PBG in the change in rate of VDA as per authorised by Ministry of Labour & Employment.

Payment terms: No advance payment will be made. Monthly payment will be made by the Area Accounts Office, Navy (Karwar) on successful supply of services of 02 life guards and 03 cleaners on submission of bills along with following documents/ information:

- (i) Copy of Work Order.
- (ii) Pre-receipted bill in duplicate/revenue stamp duly affixed.
- (iii) A Satisfactory work completion certificate from Contract Operating Authority is to be ac

companying the pre-receipt bill.

- (iv) Challans as proof for payment of EPF and ESIC contribution.
- (v) Proof of payment
- (vi) You are requested to give the following information pertaining to your Bank account on your bill as per ECS Mandate form (DPM11):-
- Address of the Contractor/Vendor
- GST Registration No.
- Name of the Bank, Address of the bank (with code No.)
- Account No. of vendor and Nature of account
- MICR Code No.
- Unit Code No.
- IFSC Code No.

The Contractor shall be responsible for making monthly payments to workers on or before the 7th day of every month. The minimum wages act as published by Central Government is to be adhered. In case of any lapses the contractor shall be held exclusively and directly responsible. The Contractor is wholly responsible for the payment of life guards and cleaners employed on time and giving any excuse due to late receipt of payment from AO(N), Karwar / PCDA(N), Mumbai would not be entertained. The following documents are required from firm's for evaluation of bid:-

- 1. EPF Registration.
- 2. ESIC Registration.
- 3. Labour License.
- 4. GST Registration certificate.
- 5. PAN Card.

Note:- If the firm failed to pay the salary of the employees on or before the 7th d ay of every month and performance warning letter issued by the buyer/unit thre e times, then the firm will be precluded from participating in any contract of this unit for next three years.

7. Buyer Added Bid Specific SLA

Text Clause(s)

Text Clause(s)

(a) In case, if the Buyer has selected the option in the bid for retention of existing resource/ resources of pr evious service provider, then service provider shall retain those resources. In such cases, the Buyer shall be responsible for ensuring the qualification eligibility of those resources as per the contract requirement. A ny extra costs incurred by service provider for on boarding those resources on their payroll shall be borne by Service Provider. Service Provider shall include any such costs in the service charges quoted by them d uring the bid participation.

- (b) Duration of the service contract may be extended upto 6 months beyond the initial cont ract duration(s ubject to satisfactory performance and mutual consent)
- (c) As per the Bonus Act vide CGDA letter IFA/142/Outsourcing/Vol.V dated 01 July 24. Mini mum 20 workers should be employed under the contractor for payment of bonus. Bidder to submit a certificate on its lett er head stating that the more than 20 workers are employed under the bidder. Bidder to submit last month EPF Contribution sheet as a proof with the ce rtificate.

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.

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 <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते 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---