

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-05-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-05-2025 12:30:00
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 Army
Office Name/कार्यालय का नाम	*****
क्रेता ईमेल/Buyer Email	mpooja.522m@gov.in
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Semi-skilled; Secondary School; Healthcare , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Secondary School; Others , Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Counsellor; Graduate
Contract Period/अनुबंध अवधि	9 Month(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

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### 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 & 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 :

Commanding Officer  
402 Field Hospital, Department of Military Affairs, Indian Army, Ministry of Defence  
(Colonel Pj Borpujari)

#### 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. 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 on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. 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.
7. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

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

**Scope of work & Job description:**[1745390730.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1745390777.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Secondary School; Healthcare ( 1 )****Technical Specifications/तकनीकी विशिष्टियाँ**

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

**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	*****	*****TINSUKIA	1	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 632</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 20.54</li> <li>• Provident Fund (INR per day) : 75</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 9</li> </ul>

### Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Secondary School; Others ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Semi-skilled
Educational Qualification	Secondary School
Type of Function	Others

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

**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	*****	*****TINSUKIA	1	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 632</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 20.54</li> <li>• Provident Fund (INR per day) : 75</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 9</li> </ul>

### Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Counsellor; Graduate ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Function	Healthcare
List of Profiles	Counsellor
Educational Qualification	Graduate

Specification	Values
Specialization	Science
Post Graduation	Optional
Specialization for PG	Science
Experience	3 to 7 Years
State	NA
District	NA
Zipcode	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowance 1	0
Title for Optional Allowance 2	0
Title for Optional Allowance 3	0
Designation	Psychological Counsellor

**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	*****	*****TINSUKIA	1	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 7500</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EDLI (INR Monthly) : 0</li> <li>• EPF Admin Charges (INR Monthly) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• Optional Allowances 1 (INR Monthly) : 0</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 0</li> <li>• ESI (INR Monthly) : 0</li> <li>• Tenure/ Duration of Employment (In Months) : 9</li> </ul>

## 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### 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**

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act duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

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

**3. Service Level Agreement For Outsourcing Of Specialist Services through Service Provider At 402 Field Hospital For Fy 2025-26-**

**(a) Agreement Overview :** This is a Service Level Agreement ("SLA" or "Agreement") between the Commanding Officer, 402 Field Hospital and Manpower Hiring Agency/Service Provider. The purpose of this Agreement

is to facilitate implementation of Manpower Hiring Service at the Buyer's premises. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery and payment of services. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless mutually extended by both the parties. The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

**I. General terms and conditions for Services; ("GTC")**

**II. Service Specific Standard Terms and Conditions ("STC")** of the Services contracts shall include the service level agreement (SLA) for the service. **III. BID/ Reverse Auction specific Additional Terms & Conditions (ATC)** as specified by the buyer. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with the scope of work and SLA as enumerated in this document shall be construed to be part of the Contract/Agreement between the Buyer and Service Provider.

**(iii) Objectives and Goals :** The objective of this Agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to

**I. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties**

**II. Present a clear, concise, and measurable description of services offered to the Buyer**

**III. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified**

**IV. To ensure that both the parties understand the consequences in case of termination of services due to**

any of the stated reasons This Agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

**(c) Parties to the Agreement** The main stakeholders associated with this agreement are below

**(i) Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed

**(ii) Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, permitted assignees, successors and nominees as described in the agreement The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions.

**(iii) (aa) The Buyer shall provide workspace (seating area, work desk, furniture etc.) for the specialist manpower hired through Service Provider, the Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/designated premise for the manpower.**

**(ab). Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Buyer and Service Provider and should follow all the labor laws.**

**(ac) The Buyer shall directly or in consultation with the Service Provider provide the necessary training to the manpower for Buyer specific tools, applications, and machinery etc., if required.'**

**(ad) The Buyer shall provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery , printer, electricity, internet, Buyer specific servers,**

**data drives, tools, and soft ware etc. However, use of such infrastructure shall be limited for official purpose only.**

**(ae) The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc. for manpower working at Buyer's premise/ designated premise.**

**(af) The service provider will provide the manpower for 6 days in a week except Sunday/holiday.**

**(ag) The Buyer shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning& justification.**

**(ah) The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior app**

roval for the same to be provided by the Buyer.

(aj) In case if the Buyer has selected the option in the bid for retention of existing resource/resources of previous 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. Any 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 during the bid participation.

**5. Service Provider's Obligations:**

i. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, desired work experience etc. may lead to deductions and/or replacement of the resource with the matching skill set based on the approval from buyer.

ii. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.

iii. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract. iv. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.

iv. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data/ resume, qualification and experience of the said manpower should be verified/certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.

v. The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.

vi. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/laws will be the sole responsibility of the Service Provider. vii. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:

a. List of persons deployed (monthly)

b. Biodata/ resume with antecedents' details (at the time of deployment)

c. Copy of Aadhaar Card of the candidates (at the time of deployment) d. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)

d. Identity proof and residential proof (at the time of deployment)

e. Copy of police verification certificate (at the time of deployment) g. Copy of birth certificate, if required (at the time of deployment - for domicile purpose) ix. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.

f The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises. i. All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.

g. The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.

h. In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer. Service Provider shall communicate the same to buyer in advance.

h. In case of any resource permanently leaving the organization or taking leave for a longer duration, service provider shall communicate the same to buyer at least 1 month prior to the last working day of a resource. Suitable substitute(s) shall be provided by Service Provider as per mutual understanding with buyer.

j The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

k. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Agreement are valid during the entire period of the

Agreement; failing which the Buyer can take appropriate action including imposition of deductions and termination of contract. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.

l The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.

m. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employee provided by the Service Provider will be entertained by the Buyer.

n. The persons deployed shall treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider without the prior written approval of the Buyer. In view of this, the persons deployed shall be required to sign a non-disclosure agreement and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.

o For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer.

p. No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.

q. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.

r. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.

s. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.

t. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month by 5th of subsequent month.

u. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.

v. The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.

w. The Service Provider shall also registers the hired outsourced personnel for EPF and ESI contribution for any amendment in contract.

x. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.

y The Service Provider, at all times, will ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all applicable laws, order, bye laws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Buyer.

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#### **6. Special Terms & Conditions:**

i. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider. The manpower as well

as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules etc. shall only rest with the Service Provider. An indicative list of central labor laws is provided under Annexure 1. ii. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of s

alary/ wages (minimum wage, insurance, PF, ESI etc if applicable.) and taxes, as applicable. iii. No advance payment shall be made to the Service Provider. iv. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same. v. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback. vi. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, documentary proofs etc. payments. Non-submission of the same may lead to delay/ deduction in payment. vii. All the deductions (if applicable) shall be settled before making the payment. viii. Payment to the manpower resources by the service provider shall be made through bank transfer only, in no circumstance cash payment shall be made. ix. In case of any changes in rate per visits or any statutory wage component as per the Applicable Laws during the Contract period, the Buyer shall pay the Service Provider the differential amount in wage. It is clarified that such increase in the wages will not have any impact on the service charges. The total value of the service charge to be paid by the buyer to service provider shall remain same as per the original contract value. Service provider will submit the invoice & upload the supporting documents such as attendance sheet, logbook etc. on GeM portal xi. Buyer will review the documents provided by service provider & may either accept or reject based on actual performance. If required, buyer may impose any non-delivery deductions, SLA deductions, over & above the invoices submitted by service provider.

**8. Deductions** Deductions will be imposed by the Buyer for the following:

S. No.	Description	Deduction 1st Instance	Deduction 2nd Instance	Deduction 3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per			

the date of joining Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value. 2 If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act. If the employee is found responsible for any theft, loss of material

/ articles and damages Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days. Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act. Cancellation of the contract with cancellation charges @ 1% of the order value, If the employee is found responsible for disobedience/ misconduct Warning/ counselling of employee as decided by the Buyer

depending on the gravity of the act Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act Cancellation of the contract with cancellation charges @ 1% of the order value If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider. Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1 day wages of absent resource/ s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation

charges @ 10% of the order value Cancellation of the contract with cancellation charges @ 1% of the order value 6 If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace Immediate replacement within 2 days /cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act. Cancellation of the contract with cancellation charges @ 10% of the order value - 7 Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share) Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer Cancellation of the contract with cancellation charges @ 1% of the order value.

**Payment Terms** i. The Payment procedure as specified in the General Terms and Conditions (GT C) of GeM will be applicable. ii. Payment schedule to be as per payment terms specified in bid document/AT C by the buyer.

**7. Undertaking** The Service Provider hereby undertakes not to charge any money/fees/ deductions in whatever manner, name or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and, to be deployed at the Buyer's site. The Service Provider further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident

#### **Management Policy.**

#### **7. 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..

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

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

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

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

12. Buyer Added Bid Specific ATC Buyer Added text based ATC clauses The seller must comply with the SLA clauses and also adhere to all terms and conditions as stipulated herein before provisioning of specialist medical officers services. Individual human resource so provisioned through service provider must comply with qualification criteria as required for specific services, Billing will be made as per service rendered through service provider only as on required basis requisition by the buyer entity..

#### **13 Generic**

i. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of the buyer.

ii. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of the buyer.

iii. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to the buyer together with the assignee/ sub-contractor, for and in respect of the due

performance of the Contract and the Seller's obligations there under.

#### **iv. 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.

#### **14.. Buyer Added Bid Specific SLA Text Clause(s)**

The service provider shall provide Psychological Counsellor twice in a month only and Rs 3750/- per visit excluding GST and service charges and Rs 7500/- per month excluding GST and service charges will be paid. No ESI and EPF contribution will be paid to Outsourced Psychological Counsellor Only. Other components of daily wages shall be paid by seller to Lady Attendant and Nursing Orderly (Ward Sahayika) as per applicable by ESI and EPF policy.

#### **15. Service & Support**

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

### **3. 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

Name of the seller

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.

#### 4. 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

Commanding Officer  
payable at  
PNB Lekhapani

. 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.

### 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---**