

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-03-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-03-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	100 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence
संगठन का नाम/Organisation Name	Indian Coast Guard
कार्यालय का नाम/Office Name	*****
वस्तु श्रेणी /Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	48 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	470462

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

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

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

लाभार्थी /Beneficiary :

The Commanding Officer, ICGS Kakinada
ICGS Kakinada, Department of Defence, Indian Coast Guard, Ministry of Defence
(The Commanding Officer, ICGS Kakinada)

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (26)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Semi skilled
Gender	Male
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 50 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	Typing Speed Certificate
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Andhra Pradesh
एडऑन /Addons	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

No

अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****East Godavari	26	<ul style="list-style-type: none">• Tenure/ Duration of Employment (in months) : 12• Basic Pay (Minimum daily wage) : 760• Provident Fund (INR per day) : 60• EDLI (INR per day) : 2.5• ESI (INR per day) : 0• EPF Admin charge (INR per day) : 2.5• Bonus (INR per day) : 0• Optional Allowance 1 (in Rupees) : 0• Optional Allowance 2 (in Rupees) : 0• Optional Allowance 3 (in Rupees) : 0• Number of working days in a month : 30

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

1. Generic

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

2. 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. 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.

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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS

1. **Geographical Location.** At all times, the contractor will be responsible to ensure that the security staff engaged by him are security cleared by Police Station of worker's residential area. Police verification is to be submitted at least 10 days prior to commencement of the contract. The contractor will also ensure that no person employed by him for the services if he has been/ is involved in any activity against the interest of state. Service provider registered office must be located in East Godavari district.

2. **Minimum Wages Act.** The contractor should ensure payment of existing minimum wages as per Govt. of India, Ministry of Labour Act or Govt. of Andhra Pradesh, **Whichever is Higher / More**, to the Security staff deployed by him. Non adherence to the Minimum Wages Act, will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed security services to Coast Guard Assets under ICG S Kakinada. Contract as per the existing minimum wages promulgated by the Govt. of India, Ministry of Labour and Employment, Central Labour Department or Govt. of Andhra Pradesh, **Whichever is Higher /More** for the Skilled Security staff.

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3. **EPF, ESI, EDLI.** The amount of EPF, ESI, EDLI, Shall be quoted strictly as per prescribed Govt. rates. However payment for these statutory obligations will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the contractor in the concerned account of the individual security staff deployed on duty.

4. It shall be the responsibility of the Seller to issue employment card to each staff as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the **Private Security Agencies Registration Act 2005**.

5. The Seller shall arrange for such facilities as provided for in the Private Security Agencies Registration Act 2005 for the welfare and health of the staff employed on the work.

6. The Seller 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 or death by accident under the Workman Compensation Act (Act VIII of 1923).

7. The Seller shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The Station Commander, ICGS Kakinada shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the contractor's employees performing duties under this contract.

8. The Seller shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and The Station Commander, ICGS Kakinada shall not be a party to any dispute arising out of such deployment by the contractor.

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

10. The manpower deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance shall ever have any claim of employment with Station Commander, ICGS Kakinada.

11. **Uniform.** The security staff deployed by the Contractor shall be in distinct/neat uniform including shirt/trouser, Cap along with pair of black shoe, with logo of the firm embossed. Samples of the uniform are to be approved by the Seller prior commencement of the Contract. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to employees per annum. All the employees shall have a dress code and the uniform shall be provided by the contractor.

12. **Responsibility of Payment of Wages.** The contractor shall make payment to the employees to their bank accounts on monthly basis and an Sub officer nominated by **The Commanding, ICGS Kakinada** will ensure the same on or before the 7th of every month. The payment in any case shall not be delayed beyond the 7th of the following month.

13. **Registers and other Records to be Maintained.** Following records are required to be maintained by the Contractor:-

(a) Register of persons Employed / deployed. The details in register

will be signed/authenticated daily.

(b) Service Certificate to be issued to every security staff on termination of employment for any reason.

(c) Form of Register of Wages Cum Muster Roll. The same will be countersigned by or an Sub officer appointed by Station Commander on the day the wages is paid in the presence of the representative of the Principal Employer.

14. **Warning Clause.** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:

- | | | |
|------------------------------|---|---------------------------------------------------------------------------------------------------|
| (a) First Complaint | - | Verbal Warning. |
| (b) Second & Third Complaint | - | Written Warning/Show Cause Notice. |
| (c) Fourth & Fifth Complaint | - | Deduction of $\frac{1}{4}$ amount of the monthly Bill. |
| (d) Sixth Complaint | - | Issue of show cause notice for termination of contract and PBG of the contract will be forfeited. |

15. **Duties and Responsibility of Security Staff.**

(a) The Security Guards will be responsible for overall security arrangement for Coast Guard assets under ICGS Kakinada in their respective work place as assigned.

(b) Security Guards will ensure that all the instructions of the administration are strictly followed.

(c) No outsiders are allowed to enter in the premises without proper Gate Pass.

(d) No items are allowed to be taken out without proper Gate Passes issued by the competent authorities as laid down in the contract or authorized by the employer for in-out movement of stores.

(e) The Security personnel employed should have police verification prior appointment.

(f) Deployment of Security Guards will be as per the instructions of the

authorities of the Security Officer, ICGS Kakinada and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.

(g) The Security Guard will also take rounds of all the important and sensitive points of the premises as specified by the Security Officer, ICGS Kakinada.

(h) Security personnel shall also carry out door keeping duties whilst on roaming duties.

(j) The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises.

(k) Entry of the street-dogs, stray cattle and other animal's (other than pets) into the premises is to be prevented.

(l) The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.

(m) It should be ensured the flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.

(n) The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire-fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.

(p) In emergent situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Guards/Supervisors should be sensitized for their role in such situations.

(q) The Security Guards are required to display mature behavior, especially towards female staff and female visitors.

(r) The Security Guard on duty shall not leave the premises until his reliever reports for duty in uniform.

(s) Contractor is to conduct monthly parade training / saluting drill for staff.

(u) The contractor will have to issue the following items like torch, whistle, batten, cap, helmet, Rain Coat, Umbrella and Identity Card etc to the security guards employed.

(v) The Contractor should provide ceremonial dress to all security staff during VIP Visit.

(w) Any other provisions as advised by the Security Officer, ICGS Kakinada may be incorporated in the agreement. The same shall also be binding on the contractor.

16. The Seller shall ensure security of all movable and immovable property of ICGS Kakinada. This property also includes building, vehicles, equipment and machinery, electronic and water filament, firefighting equipment and fencing with in the compound wall around the area and other structure, trees and shrubs. The security shall also prevent any kind of encroachment of Government land/Coast Guard land. Losses incurred by the department and with respect to the land due to lapse on the part of the Seller will be borne by the Seller. In case of any dispute in this regards, i.e, whether, the loss incurred by the department is due to lapse of the Seller or not, the decision of the Station Commander shall be final conclusive and binding on both parties.

17. The Seller shall stand guarantee against any theft and pilferage at the sites covered under this agreement for the security duties and shall also provide an assistant to the ICGS Kakinada in all matters concerning security and liaison with the Police and Civil Administration in cases of theft, pilferages etc in above sites .

18. The Seller shall ensure that the watch and ward personnel including the nominated Supervisor employed by them are only Indian nationals and selected after due verification of required antecedents from the police authorities of concerned localities. These watch and ward personnel including the supervisors will be treated as Seller's employee for all purpose and the Station Commander shall have no liability whatsoever in this regards.

19. Verification of character and antecedents of the watch and ward personnel including supervisors should be completed within a month from taking up appointment by the Seller.

20. The Seller among other requirements shall ensure the following:-

- (a) The stores are not be allowed to be taken out / bought in without proper pass/authority.
- (b) The intimation is to be made of any trespassing, loss/theft, fire or an abnormal incident to the Station Commander .
- (c) To carry out all the instructions given by Station.
- (d) To switch on/off security lights and report any defects therein.
- (e) To check identity of guests/visitors desirous of visiting the offices/st

aff.

(f) That no security staff consumes liquor or is in intoxicated condition whilst on duty. They will have no facilities/amenities that are extended to the Coast Guard personnel and their families and Seller may make their own arrangement for the same at their own cost.

(g) That all the watch and ward staff including supervisors are well equipped with mobile/ walkie- talkie, torches, lathis, whistle, water bottles etc. for the purpose shall be provided by the Seller.

(h) The security guard is to ensure that guest/visitors are permitted through main gate only when authorized. Any un-authorized persons apprehended are to be escorted to the police station.

(j) Security staff shall be literate, well conversant with Hindi/English and local language and must be in a position to understand and carry out security duties.

(k) Frequent changes/transfers of watch and ward staff should be avoided and if need arises, it should be done in consultation with the Station Commander.

(l) All important happenings/events connected with security should be immediately reported to the Station Commander .

21. The Seller will not allow or permit their employees to participate in any trade or activities or agitation in the premises of the ICGS Kakinada.

22. The Seller shall attend to all complaints / suggestions given by the Station Commander or his authorized representatives and comply with them as early as possible to satisfaction of the Station Commander.

23. All personnel including security staff and their bag and baggage, connected with security arrangement shall be liable for physical check both at the time of entry and exit.

24. Any theft or damages caused by the Seller shall be borne by the Seller and along with investigation of the matter.

25. The Commanding Officer, ICGS Kakinada will not be responsible for any injury or loss of life or limb of the security personnel that may take place while on watch and ward duties. Any expenditure towards treatment of such injury or loss of life or limb shall be the sole responsibility of the Seller.

26. The Seller will take responsibility to change the security personnel on demand by the Station Commander within 24 hours of the allotted personnel detailed for security duties commits following acts:-

- (a) Sleeping while on duty
- (b) Negligent, performance of duty
- (c) Disobedience
- (d) Dishonesty
- (e) Indulging in illegal activity, which may jeopardize the interest and security of Coast Guard.

27. The Seller will also undertake to change the guards physically to prevent them from becoming familiar with the people living / working at the site under p reference.

28. Security personnel to be employed under the agreement shall be suitably trained by the Seller in duties concerning security, firefighting, first aid etc.

29. Security personnel to be employed under the agreement shall be suitably selected from ex service personnel from Armed Forces, Police and other Para Military services.

30. The respective officer/supervisor from Seller shall carry out surprise checks at the site during day and night in order to check the performance of the security personnel. The report shall be rendered to the Station Commander fortnight basis.

31. The Seller shall maintain the attendance register, which shall be checked and countersigned monthly by the nominated person from ICGS Kakinada.

32. **Compliance of Labor Laws.** The contractor shall fulfill all obligations under various labour laws in force regarding deployment of contract workers in respect of the services provided under this contract.

33. **Penalty.** The contractor will be penalized on following occasions:
- (a) Security Guard not reporting for duty. Double the amount of pay for absent day will be penalized from the contractor.
 - (b) Any theft or damage to CG assets occurred due to negligence of Security Guards; Contractor will be penalized for theft amount and has to pay the amount within 48 hrs. of incident.

34. The job contract for security services shall be for a period of one year with effect from the date of signing of the contract. The Station Commander, ICGS Kakinada shall however have the right to terminate the contract after giving one month's notice in writing without assigning any reasons, whatsoever and the decision of the Station Commander shall be final in this regard. Power in this regard shall vest with the Station Commander, ICGS Kakinada.

35. The Seller shall maintain the following registers as per the Govt Labour Act (R&T) 1970:-

- (a) Register of workmen
- (b) Employment cards
- (c) Muster roll registers
- (d) Register of wages
- (e) Any other register/records required by the labour commissioner from time to time, shall also be maintained by the contractor.

36. 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.

37. Seller shall be responsible for the safe keeping of his materials and implements

38. Seller shall be responsible for food and accommodation of his workers.

39. The normal duty hours shall be on 08 hourly shift basis.

40. Under no condition the contractor shall appoint any Sub-contractor. If this is done, the contract shall be terminated.

41. 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 connection with the services to be rendered to Coast Guard.

42. The contractor shall comply with all relevant labour/security laws as applicable

cable to the area as existing or as mentioned during the contract period and shall indemnify CGDHQ-11 against all aspects of omission, faults, breaches and of any claim or demanded loss, injury and expenses to which Coast Guard may be part or involved as a result of the contractor's failure to comply and of the obligations under the relevant acts/ laws which the contractor is to follow.

43. The Seller shall obtain a valid license under the **Private Security Agencies Registration Act 2005** and there under before the commencement of the work and shall continue to hold it till the completion of the contract.

44. The Seller shall not be entitled to any additional payment during the tenure of the contract due to increase in cost of minor materials etc.

45. The Seller on receiving any complaint shall attend to it and complete the job immediately to the satisfaction of the First Party.

46. In case of exigencies of service the Seller will be required to provide security staff beyond the existing services for which advance notice of 24 hours will be given to the contractor.

47. The contractor or his supervisor will personally submit the report of his guards deployed on duty to the Master Chief Boatswain Mate of DHQ-11 daily in the morning and as directed by the Station Commander from time to time.

48. The contractor and his personnel will be issued with identity cards by ICGS Kakinada. These are to be returned to Regulating Office, ICGS Kakinada when no more required for any personnel and/or after completion of the contract. Any losses of identity cards are to be reported to Regulating Office, ICGS Kakinada immediately.

49. The standards of security services shall always be to the satisfaction of the authorized representative of the District Commander whose decision in this regard will be final and binding on the contractor. In case of default ICGS Kakinada may get necessary improvement done at the cost of the contractor and the amount spent on effecting the above improvement shall be deducted from the contractor's bill.

50. If the attendance falls short of the contracted number of persons an amount as appropriate per person shall be deducted from the bill.

51. Notwithstanding any provision of the standard clauses of the agreement the District Commander shall be at liberty to terminate the agreement by giving one months notice and nothing shall be payable as compensation on amount of such termination.

52. The Station Commander may for security reasons direct the contractor not to employ such personnel who in the opinion of the ICGS Kakinada don't satisfy the security aspects. This will be binding on the contractor.

53. Payment of bills will be made in 12 equated installments of the contracted amount every month subject to the satisfactory performance. The payments will be made through DCDA(Navy), Visakhapatnam. Though this office shall make every endeavor to get the payment released from DCDA (Navy), Visakhapatnam within a reasonable period, but this office will not responsible for the delay in payment from DCDA(Navy), Visakhapatnam. In case of continued unsatisfactory work, a penalty not exceeding 10% of the contracted amount will be charged and deducted from the bill for the month.

54. The duration of the contract shall be for one year from the date mutually agreed upon but not later than one week of the signing agreement.

55. The payment to the security guards shall be made to their bank accounts only on or before 07th of every month.

56. The contractor/Firms/Agencies should be in possession of employees Provident Fund Number with a documentary proof.

57. **LIABILITIES, CONTROL ETC. OF THE PERSONNEL DEPLOYED**

(a) The contracting agency shall ensure that the individual staff for security services deployed in the Coast Guard Goa conform to the technical specifications of age, educational and skill qualification.

(b) The Department observes the Gazette holidays notified by the Government of India from time to time. The staff, however, may be required to attend on Saturday/Sunday/Gazette holiday for which he will not be paid any additional wage as per MWA, 1948.

(c) The contracting Company/Firm/Agency shall furnish the following documents in respects of the individual security staff who will be deployed

by it in this Headquarters before the commencement of work.

- (i) List of persons deployed:
- (ii) Bio-Data of the persons:
- (iii) Attested copy of certificate containing date of birth.
- (iv) Character Certificate from Group 'A' or Class-I Officers of the Central/State Government or Notary Public.
- (v) Certification of verification of antecedents of persons by local Police authority.
- (vi) Identity Cards bearing photograph.

(d) In case, the person employed by the successful Company/Firm/Agency commits any act omission/commission which amounts to misconduct/indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by ICGS Kakinada.

(e) The tendering Company/Firm/Agency shall replace immediately any of his personnel who is found unacceptable to this Headquarters because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this Headquarters.

(f) In Case, person deployed is absent on a particular day or come late/leaves early on three occasions, one-day wage shall be deducted.

(g) The agency shall depute a coordinator who would be responsible for immediate interaction with ICGS Kakinada so that optimal services of the persons deployed by the agency could be availed without any disruption.

(h) The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damages @ Rs. 500/- per day on the serviceproviding agency.

(j) It will be the responsibility of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Department and this Headquarters will have no liability in this regard.

(k) For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of staff for conservancy so employed and deployed in this Department. The persons deployed by the agency in the Department shall not have claims or Master and Servant relationship nor have any principal and agent relationship with or against the ICGS Kakinada.

(l) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The Department shall, in no way be responsible for settlement of such issues whatsoever.

(m) This Headquarters shall not be responsible for any damages, losses, Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

(n) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this Department during the currency or after expiry of the contract.

(p) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for absorption nor for any relaxation for absorption in the regular/otherwise capacity in the ICGS Kakinada.

58. **LEGAL**

(a) The tendering agency/tenderer will be responsible for compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it in this Department.

(b) The tendering agency shall also liable for depositing all taxes levies, Cess etc. on account of service rendered by it to the Regional Headquarters to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

(c) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under law.

(d) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect **shall be provided as the agency to this Department.**

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

59. **FINANCIAL**

(a) The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the First Party.

(b) ICGS Kakinada reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

60. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

ADDITIONAL TERMS & CONDITIONS

1. **Geographical Location.** At all times, the contractor will be responsible to ensure that the security staff engaged by him are security cleared by Police Station of worker's residential area. Police verification is to be submitted at least 10 days prior to commencement of the contract. The contractor will also ensure that no person employed by him for the services if he has been/ is involved in any activity against the interest of state. Service provider registered office must be located in East Godavari district.

2. **Minimum Wages Act.** The contractor should ensure payment of existing minimum wages as per Govt. of India, Ministry of Labour Act or Govt. of Andhra Pradesh, **Whichever is Higher / More**, to the Security staff deployed by him. Non adherence to the Minimum Wages Act, will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed security services to Coast Guard Assets under ICGS Kakinada. Contract as per the existing minimum wages promulgated by the Govt. of India, Ministry of Labour and Employment, Central Labour Department or Govt. of Andhra Pradesh, **Whichever is Higher /More** for the Skilled Security staff.

3. **EPF, ESI, EDLI.** The amount of EPF, ESI, EDLI, Shall be quoted strictly as per prescribed Govt. rates. However payment for these statutory obligations will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the contractor in the concerned account of the individual security staff deployed on duty.

4. It shall be the responsibility of the Seller to issue employment card to each staff as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the **Private Security Agencies Registration Act 2005**.

5. The Seller shall arrange for such facilities as provided for in the Private Security Agencies Registration Act 2005 for the welfare and health of the staff employed on the work.

6. The Seller 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 or death by accident under the Workman Compensation Act (Act VIII of 1923).

7. The Seller shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The Station Commander, ICGS Kakinada shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the contractor's employees performing duties under this contract.

8. The Seller shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and The Station Commander, ICGS Kakinada shall not be a party to any dispute arising out of such deployment by the contractor.

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

10. The manpower deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance shall ever have any claim of employment with Station Commander, ICGS Kakinada.

11. **Uniform.** The security staff deployed by the Contractor shall be in distinct/neat uniform including shirt/trouser, Cap along with pair of black shoe, with logo of the firm embossed. Samples of the uniform are to be approved by the Seller prior commencement of the Contract. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to employees per annum. All the employees shall have a dress code and the uniform shall be provided by the contractor.

12. **Responsibility of Payment of Wages.** The contractor shall make

payment to the employees to their bank accounts on monthly basis and an Sub officer nominated by **The Commanding, ICGS Kakinada** will ensure the same on or before the 7th of every month. The payment in any case shall not be delayed beyond the 7th of the following month.

13. **Registers and other Records to be Maintained.** Following records are required to be maintained by the Contractor:-

- (a) Register of persons Employed / deployed. The details in register will be signed/authenticated daily.
- (b) Service Certificate to be issued to every security staff on termination of employment for any reason.
- (c) Form of Register of Wages Cum Muster Roll. The same will be countersigned by or an Sub officer appointed by Station Commander on the day the wages is paid in the presence of the representative of the Principal Employer.

14. **Warning Clause.** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:

- (a) First Complaint - Verbal Warning.
- (b) Second & Third Complaint - Written Warning/Show Cause Notice.
- (c) Fourth & Fifth Complaint - Deduction of ¼ amount of the monthly Bill.
- (d) Sixth Complaint - Issue of show cause notice for termination of contract and PBG of the contract will be forfeited.

15. **Duties and Responsibility of Security Staff.**

- (a) The Security Guards will be responsible for overall security arrangement for Coast Guard assets under ICGS Kakinada in their respective work place as assigned.
- (b) Security Guards will ensure that all the instructions of the administration are strictly followed.
- (c) No outsiders are allowed to enter in the premises without proper G

ate Pass.

(d) No items are allowed to be taken out without proper Gate Passes issued by the competent authorities as laid down in the contract or authorized by the employer for in-out movement of stores.

(e) The Security personnel employed should have police verification prior appointment.

(f) Deployment of Security Guards will be as per the instructions of the authorities of the Security Officer, ICGS Kakinada and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.

(g) The Security Guard will also take rounds of all the important and sensitive points of the premises as specified by the Security Officer, ICGS Kakinada.

(h) Security personnel shall also carry out door keeping duties whilst on roaming duties.

(j) The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises.

(k) Entry of the street-dogs, stray cattle and other animal's (other than pets) into the premises is to be prevented.

(l) The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.

(m) It should be ensured the flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.

(n) The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire-fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.

(p) In emergent situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Guards/Supervisors should be sensitized for their role in such situations.

(q) The Security Guards are required to display mature behavior, especially towards female staff and female visitors.

(r) The Security Guard on duty shall not leave the premises until his reliever reports for duty in uniform.

(s) Contractor is to conduct monthly parade training / saluting drill for staff.

(u) The contractor will have to issue the following items like torch, whistle, batten, cap, helmet, Rain Coat, Umbrella and Identity Card etc to the security guards employed.

(v) The Contractor should provide ceremonial dress to all security staff during VIP Visit.

(w) Any other provisions as advised by the Security Officer, ICGS Kakinada may be incorporated in the agreement. The same shall also be binding on the contractor.

16. The Seller shall ensure security of all movable and immovable property of ICGS Kakinada. This property also includes building, vehicles, equipment and machinery, electronic and water filament, firefighting equipment and fencing with in the compound wall around the area and other structure, trees and shrubs. The security shall also prevent any kind of encroachment of Government land/Coast Guard land. Losses incurred by the department and with respect to the land due to lapse on the part of the Seller will be borne by the Seller. In case of any dispute in this regards, i.e, whether, the loss incurred by the department is due to lapse of the Seller or not, the decision of the Station Commander shall be final conclusive and binding on both parties.

17. The Seller shall stand guarantee against any theft and pilferage at the sites covered under this agreement for the security duties and shall also provide assistance to the ICGS Kakinada in all matters concerning security and liaison with the Police and Civil Administration in cases of theft, pilferages etc in above sites.

18. The Seller shall ensure that the watch and ward personnel including the nominated Supervisor employed by them are only Indian nationals and selected after due verification of required antecedents from the police authorities of concerned localities. These watch and ward personnel including the supervisors will be treated as Seller's employee for all purpose and the Station Commander shall have no liability whatsoever in this regards.

19. Verification of character and antecedents of the watch and ward personnel including supervisors should be completed within a month from taking up appointment by the Seller.

20. The Seller among other requirements shall ensure the following:-

(a) The stores are not be allowed to be taken out / bought in without pr

oper pass/authority.

(b) The intimation is to be made of any trespassing, loss/theft, fire or a normal incident to the Station Commander .

(c) To carry out all the instructions given by Station.

(d) To switch on/off security lights and report any defects therein.

(e) To check identity of guests/visitors desirous of visiting the offices/staff.

(f) That no security staff consumes liquor or is in intoxicated condition whilst on duty. They will have no facilities/amenities that are extended to the Coast Guard personnel and their families and Seller may make their own arrangement for the same at their own cost.

(g) That all the watch and ward staff including supervisors are well equipped with mobile/ walkie- talkie, torches, lathis, whistle, water bottles etc. for the purpose shall be provided by the Seller.

(h) The security guard is to ensure that guest/visitors are permitted through main gate only when authorized. Any un-authorized persons apprehended are to be escorted to the police station.

(j) Security staff shall be literate, well conversant with Hindi/English and local language and must be in a position to understand and carry out security duties.

(k) Frequent changes/transfers of watch and ward staff should be avoided and if need arises, it should be done in consultation with the Station Commander.

(l) All important happenings/events connected with security should be immediately reported to the Station Commander .

21. The Seller will not allow or permit their employees to participate in any trade or activities or agitation in the premises of the ICGS Kakinada.

22. The Seller shall attend to all complaints / suggestions given by the Station Commander or his authorized representatives and comply with them as early as possible to satisfaction of the Station Commander.

23. All personnel including security staff and their bag and baggage, connected with security arrangement shall be liable for physical check both at the time of entry and exit.

24. Any theft or damages caused by the Seller shall be borne by the Seller and along with investigation of the matter.

25. The Commanding Officer, ICGS Kakinada will not be responsible for any injury or loss of life or limb of the security personnel that may take place while on watch and ward duties. Any expenditure towards treatment of such injury or loss of life or limb shall be the sole responsibility of the Seller.

26. The Seller will take responsibility to change the security personnel on demand by the Station Commander within 24 hours of the allotted personnel detailed for security duties commits following acts:-

- (a) Sleeping while on duty
- (b) Negligent, performance of duty
- (c) Dishonesty
- (d) Dishonesty
- (e) Indulging in illegal activity, which may jeopardize the interest and security of Coast Guard.

27. The Seller will also undertake to change the guards physically to prevent them from becoming familiar with the people living / working at the site under p reference.

28. Security personnel to be employed under the agreement shall be suitably trained by the Seller in duties concerning security, firefighting, first aid etc.

29. Security personnel to be employed under the agreement shall be suitably selected from ex service personnel from Armed Forces, Police and other Para Military services.

30. The respective officer/supervisor from Seller shall carry out surprise checks at the site during day and night in order to check the performance of the security personnel. The report shall be rendered to the Station Commander fortnight basis.

31. The Seller shall maintain the attendance register, which shall be checked and countersigned monthly by the nominated person from ICGS Kakinada.

32. **Compliance of Labor Laws.** The contractor shall fulfill all obligations under various labour laws in force regarding deployment of contract workers in

respect of the services provided under this contract.

33. **Penalty.** The contractor will be penalized on following occasions:

(a) Security Guard not reporting for duty. Double the amount of pay for absent day will be penalized from the contractor.

(b) Any theft or damage to CG assets occurred due to negligence of Security Guards; Contractor will be penalized for theft amount and has to pay the amount within 48 hrs. of incident.

34. The job contract for security services shall be for a period of one year with effect from the date of signing of the contract. The Station Commander, ICGS Kakinada shall however has the right to terminate the contract after giving one month's notice in writing without assigning any reasons, whatsoever and the decision of the Station Commander shall be final in this regard. Power in this regard shall vest with the Station Commander, ICGS Kakinada.

35. The Seller shall maintain the following registers as per the Govt Labour Act (R&T) 1970:-

(a) Register of workmen

(b) Employment cards

(c) Muster roll registers

(d) Register of wages

(e) Any other register/records required by the labour commissioner from time to time, shall also be maintained by the contractor.

36. 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.

37. Seller shall be responsible for the safe keeping of his materials and implements

38. Seller shall be responsible for food and accommodation of his workers.

39. The normal duty hours shall be on 08 hourly shift basis.

40. Under no condition the contractor shall appoint any Sub-contractor. If this is done, the contract shall be terminated.

41. 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 connection with the services to be rendered to Coast Guard.

42. The contractor shall comply with all relevant labour/security laws as applicable to the area as existing or as mentioned during the contract period and shall indemnify CGDHQ-11 against all aspects of omission, faults, breaches and of any claim or demanded loss, injury and expenses to which Coast Guard may be part or involved as a result of the contractor's failure to comply and of the obligations under the relevant acts/ laws which the contractor is to follow.

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(b) The Department observes the Gazette holidays notified by the Government of India from time to time. The staff, however, may be required to attend on Saturday/Sunday/Gazette holiday for which he will not be paid any additional wage as per MWA, 1948.

(c) The contracting Company/Firm/Agency shall furnish the following documents in respects of the individual security staff who will be deployed by it in this Headquarters before the commencement of work.

- (i) List of persons deployed:
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transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Department and this Headquarters will have no liability in this regard.

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(l) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The Department shall, in no way be responsible for settlement of such issues whatsoever.

(m) This Headquarters shall not be responsible for any damages, losses, Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

(n) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this Department during the currency or after expiry of the contract.

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(a) The tendering agency/tenderer will be responsible for compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it in this Department.

(b) The tendering agency shall also liable for depositing all taxes levies, Cess etc. on account of service rendered by it to the Regional Headquarters to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

(c) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under law.

(d) The Tax Deduction at Source (TDS) shall be deducted as per the pro

visions of the Income Tax Department, as amended from time to time and a certificate to this effect **shall be provided as the agency to this Department.**

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

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(a) The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the First Party.

(b) ICGS Kakinada reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

60. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

6. **Service & Support**

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

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. **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.

9. 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

The Commanding Officer
payable at
ICGS Kakinada

. 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.

अस्वीकरण/Disclaimer

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में 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।/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.

---धन्यवाद/Thank You---