

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-02-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-02-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Army
कार्यालय का नाम/Office Name	*****
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Secondary School; Others
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)	10 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 के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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 विवरण/Bid Details	
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	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	2669027.88
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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	30000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	2

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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 :

QUARTERMASTER
JAK LI REGIMENTAL CENTRE, Department of Military Affairs, Indian Army, Ministry of Defence
(Buyer)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

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 DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, 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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

8. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:[1768465815.pdf](#)

Scope of work & Job description:[1768465987.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
10-02-2026 11:00:00	Quartermaster Office JAK LI Regt Centre Rangreth, Distt- Budgam, Near Srinagar Air Port (Mob No 8491054367)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Secondary School; Others (5)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	Secondary School
Type of Function	Others
List of Profiles	Washer
Specialization	Not Required

विवरण/ Specification	मूल्य/ Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Jammu and Kashmir
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	
Title for Optional Allowances 2	
Designation	Washerman

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Budgam	5	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 674 • Bonus (INR per day) : 0 • EDLI (INR per day) : 3.37 • EPF Admin Charge (INR per day) : 3.37 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 21.9 • Provident Fund (INR per day) : 80.88 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Unskilled; Secondary School; Others (4)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	Secondary School

विवरण/ Specification	मूल्य/ Values
Type of Function	Others
List of Profiles	Sweeper
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Jammu and Kashmir
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	
Title for Optional Allowances 2	
Designation	House Keeper

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Budgam	4	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 674 • Bonus (INR per day) : 0 • EDLI (INR per day) : 3.37 • EPF Admin Charge (INR per day) : 3.37 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 21.9 • Provident Fund (INR per day) : 80.88 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

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. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. The bidder should be an authorized dealer. All the documents for authenticity of participating firms will be checked during TEC stage.
2. Bidder Financial Standing. The bidder should not be under liquidation court receivership of similar proceedings should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. GST. Bidder are advised to check applicable GST on their own before quoting. Buyer will not take responsibility in this regard. GST re-imbursalment will be as per actual or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
4. Submission of Documents. Bidder shall submit the following documents along with their bid :-
 - 4.1. Certificate of acceptance of terms and conditions on firm's letter head.
 - 4.2. PAN Registration certificate.
 - 4.3. GST Registration certificate.
 - 4.4. One copy of NEFT mandate duly certified by the bank.
 - 4.5. Details of supplies/services made to the Govt Organization, enclosed self attested copy / Copies of such supply orders.
 - 4.6. Self attested scanned copy of certificate of registration with Central Labour Department for supply of labourers for similar work done earlier.
 - 4.7. Self attested scanned copy of certificate of registration with employees provident fund organization.
 - 4.8. Self attested scanned copy of registration with employee's state insurance commissioner.
 - 4.9. Scanned copy of certificate on non-judicial stamp paper for non-termination of contract in the last one year.
 - 4.10. The firm should declare on their letter head that decision of board of officers shall be final and accepted without any representation by the firm.
 - 4.11. Firm to submit details of employees being provided as per bid conditions under respective category along with Aadhar and latest police certification due to employment in restricted defence installation located in CI/CT area.
 - 4.12. Bidder to upload valid ISO certification of the firm.
 - 4.13. Service provider should be located from the state of consignee. GST Registration documents should be uploaded as an address proof.
 - 4.14. Physical office should be present in Srinagar District for better co-operation and implementation.
 - 4.15. Service provider should have experience of minimum 3 years in Manpower Outsourcing Service.
5. Delivery. The firm should declare on their letter head that services will be provided as per the timeline given in the contract order at JAK LI Regt Centre, (J&K). The contractor will be responsible to muster the 04 Washerman and 04 x Housekeeper, in front of main gate of JAK LI Regt Centre, at the time specified for working in JAK LI Regt Centre. The contractor will be responsible for Transportation of above mentioned staff to/from JAK LI Regt Centre and also drop them/pick them up from their location of work.
6. Security. The contractor will be responsible to ensure that all the 05 Washerman and 04 Housekeeper, employed by him have security clearance (Police Verification) from civil police and no anti national element.

ment is/are employed by him.

7. Statutory Requirement Compliance. Work of 05 Washerman and 04 Housekeeper should conform to / Local Municipal Solid Waste management Act for Municipal corporations, Swachh Bharat Abhiyaan Directive and Station Guidelines. Segregation at source and its further disposal should be as per Statutory Guidelines.

8. Scope of Supply. Provision of 05 Washerman and 04 Housekeeper working in JAK LI Regt Centre for supervision of labours and maintaining documents respectively from 0900 hrs to 1700h lunch break 1300hrs to 1330hrs on daily basis except Sunday/Holiday.

9. Extension of Clause. The Buyer reserve the right to order extension up to three months from the date of completion of the contract for the entire quantity of the services as mentioned under the present contract before the date of successful completion of the contract, the cost, terms and conditions remaining the same. It will be entirely the discretion of the buyer to place the extension of the contract.

10. Pre-Bid Meeting. Rep of the bidder should be present during pre-Bid meeting and pre-bid meeting is mandatory.

11. Performance Bank Guarantee (PBG). The approved bidder / contractor shall deposit a security deposit/ PBG of 05% (Five Percent) of the contract amount. The PBG is to be drawn on any nationalized bank or private sector banks authorized to conduct business with the Govt of India (ICICI, HDFC and Axis Bank) whichever is applicable it shall be pledged in favor of the Commandant, JAK LI Regt Centre, Regt Fund Account. If for any person, the contractor commits breach of the condition of this agreement or the origination is not satisfied with the work, the origination shall be entitled to terminate the contract forthwith and the security deposit shall be forfeited to the Govt, either in full or in part as the president (Origination) may decide and on such termination or otherwise. If the Govt incurs any loss in carrying out the services liable to be performed under this contract through any other agency, the same shall be recovered from the contractor or his heirs. Any sum of money due and payable to the contractor (Including security deposit) returnable to him under this contract may be appropriated by the origination or Govt of India or any other person acting on behalf of Govt of India and setoff against any claim of the origination or GOI or any other made by the contractor with the origination or GOI.

12. Site Visit. The bidder, at the bidder's own responsibility and risk, are encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

13. Restrictions regarding Personnel Deployed. The quoted rates shall not be less than the minimum wage fixed/ notified by the Central/ State Governments, whichever is higher, where the service is performed and shall include all statutory obligations. However, bids without any element of cost over and above such minimum wage (or below it) shall be treated as 'Nil' price quotation and would be rejected. The service provider shall be liable for all kind of dues payable in respect of all personnel provided under the contract and the Procuring Entity shall not be liable for any dues for availing the services of the personnel. The service provider shall ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Procuring Entity. The service provider shall ensure to get the Police verification for all the manpower deployed by them and the contractor shall ensure that the manpower deployed should bear good moral character.

14. Workmen Safety and Insurance. The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel working on the operation and maintenance works. The service providers:-

14.1. Shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks and for the coverage, as shall be specified in the SCC.

14.2. At the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained, and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc., are being used by their workers while carrying out works. The Procuring Entity shall not be liable for any compensation in case of any fatal injury/ death caused to or by any manpower while performing/ discharging their duties/ for inspection or otherwise.

15. Liquidated Damages for Delay in Performance. The service provider shall pay liquidated damages to

o the Procuring Entity at the rate per day stated in the SCC for each day that the completion date is later than the intended completion date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the service provider. Payment of liquidated damages shall not affect the service provider's liabilities.

16. **Penalty for Non-Performance.** If the service provider has not corrected a defect within the time specified in the Procuring Entity's notice, a penalty for lack of performance will be paid by the service provider. The amount to be paid will be calculated as a percentage of the cost of having the defect corrected and assessed as described in the SCC.

17. **Filling up the Financial Bid by the Bidders.** The bidder is to be asked to fill in the rates and prices for all items of the services described in the Activity Schedule. Items for which no rate or price is entered by the bidder will not be paid for by the Procuring Entity when executed, and shall be deemed covered by the other rates and prices in the Activity Schedule. The priced Activity Schedule contains sections on Remuneration for Staff deployed, Reimbursable Expenses and Miscellaneous Expenses. All duties, taxes and other levies payable by the service provider under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, shall be included in the total bid price submitted by the bidder. For the purpose of determining the remuneration due for additional services, a breakdown of the lump sum price shall be provided by the bidder. Bidding documents shall include a clause that "if a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered".

18. **Earnest Money Deposit (EMD)/Bid Security.** Bidders are required to submit EMD/ bid security for an amount of Rs 30,000/- (Thirty Thousand) which is approx. one percent of the total estimated cost, along with their Bids. The EMD/ bid security may be submitted in the form of a Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Banker's Cheque, Insurance Surety Bonds, Bank Guarantee (BG)/ Electronic BG (e-BG) or Electronic EMD (e-EMD) from any of the Indian Public or Private Sector Scheduled Commercial Banks or payment online in an acceptable form. EMD/ bid security is to remain valid for a period of _____ days (45 days to 90 days) beyond the final bid validity period. EMD/ bid security of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful Bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Ministry of Micro, Small and Medium Enterprises (MSME)/ MSEs registered with National Small Industries Corporation (NSIC)/ firms having Udyam Registration/ Startups recognised by the Department for Promotion of Industry and Internal Trade (DPIIT) and those Bidders who are registered with the Central Purchase Organisation/s of Departments/ Ministries of the Government of India concerned for the same item/ range of products/ goods or services for which tender has been issued. The EMD/ bid security will be forfeited if the Bidder withdraws or amends, impairs or derogates from the Tender in any respect within the validity period of their tender.

19. **Bid Securing Declaration.** In place of a Bid security, the Bidders are required to sign a bid securing declaration, accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document, from being eligible to submit bids for contracts with the entity that invited the bids. (as per DPM Vol II)

20. **Termination of contract.** Without prejudice to any other remedy for breach of the Contract, such as removal from the list of registered suppliers, the Buyer shall have the right to terminate this Contract in part or in full, by giving Termination Notice to the Seller any time after the default, but prior to the intended termination date, in any of the following cases:-

20.1. The Seller fails to honour any part of the Contract including failure to deliver the contracted stores/ render services in time as per the Contract for causes not attributable to Force Majeure for more than (two week).

20.2. The Seller is declared bankrupt or becomes insolvent.

20.3. The performance in whole, or in part, or any obligation under this Contract is prevented or delayed by any reason of Force Majeure for a period exceeding 90 (ninety) days, provided Force Majeure clause is included in the Contract.

20.4. The services offered by the Seller repeatedly fails in the inspection and/ or the Seller is not in a pos

ition to either rectify to the contracted quality standards.

20.5. The Seller is found to have made any false or fraudulent declaration or statement or utilised the services of any person, party, firm or institution engaged as an agent to get the contract and made payment/ commission to such agents, or the Seller is found to be indulging in corrupt and unethical practices, directly or indirectly, to influence the award of the Contract.

20.6. Any special circumstances that are to be recorded to justify the termination of the Contract including non-allocation/ reduced allocation/ removal of funds by Govt for any unforeseen circumstances as deemed correct by the competent authorities.

20.7. As per decision of the Arbitration Tribunal.

20.8 JAK LI Regt Centre however reserves the right to conduct performance review at any time during the contract period and deficiencies, if any noticed will be required to be rectified and compliance reported. If the tenderer fails to rectify the deficiencies or fails to comply with directions/ instructions of the office, his contract is liable to be terminated. Commandant/ Quartermaster, JAK LI Regt Centre further reserves the right to Suo moto termination to the contract at any point of time.

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---