

Bid Document

Bid Details	
Bid End Date/Time	03-03-2022 16:00:00
Bid Opening Date/Time	03-03-2022 16:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10410005-pc Chennai
Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Senior Watchman , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
Contract Period	6 Month(s) 4 Day(s)
Years of Past Experience required	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
SHG Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

Bid Details**Evaluation Method**

Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	11358

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	12

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

SENIOR ENGINEER / PURCAHSE

10410005-PC Chennai, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Errabothu Venu Kumar)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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Details of the Competent Authority for MSE

Name of Competent Authority	E VENKATARAMAN
Designation of Competent Authority	DGM / PURCHASE
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	19-02-2022
Brief Description of the Approval Granted by Competent Authority	TO BE ORDERED ON SINGLE SOURCE HENCE SPLITTING NOT ACCEPTABLE.APPROVED FOR NOT OPERATING SPLITTING.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
2. 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.
3. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years: Contractor shall have experience of minimum 3 years in providing security services to Offices / Residential / Commercial Institutions.

Geographic Presence: Office registration certificate: Chennai, Tamil Nadu, India

Scope Of Work For the Service: [1645425823.pdf](https://www.1645425823.pdf)

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Senior Watchman (1)

Technical Specifications

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Senior Watchman
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 50 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	Not Required
Addon(s)	
Additional Details	
Designation	Senior Watchman

Specification	Values
Location of Deployment	BHEL - Residential Complex (BRC) , 8/7A, Inner Ring Road, Ashok Nagar, Chennai - 600083
Total Number of Manpower per 8 hour shift	1

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
1	Deepa Balaji	600017,80, G.N. ROAD, T.NAGAR, CHENNAI-17.	1	<ul style="list-style-type: none"> • Number of working days in a month : 30 • Basic Pay (Minimum daily wage) : 541.23 • Bonus (INR per day) : 45.08 • EDLI (INR per day) : 2.71 • EPF Admin charge (INR per day) : 2.71 • ESI (INR per day) : 17.59 • Non Mandatory Compliance 1 (in Rupees) : 0 • Non Mandatory Compliance 2 (in Rupees) : 0 • Non Mandatory Compliance 3 (in Rupees) : 0 • Provident Fund (INR per day) : 64.95 • Tenure/ Duration of Employment : 6

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (3)

Technical Specifications

Specification	Values
Core	

Specification	Values
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	24
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 50 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	Not Required
Addon(s)	
Additional Details	
Designation	Unarmed Security Guard
Total Number of Manpower per 8 hour shift	1
Location of Deployment	BHEL - Residential Complex (BRC) , 8/7A, Inner Ring Road, Ashok Nagar, Chennai - 600083

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
1	Deepa Balaji	600017,80, G.N. ROAD, T.NAGAR, CHENNAI-17.	3	<ul style="list-style-type: none"> • Number of working days in a month : 30 • Bonus (INR per day) : 39.15 • EDLI (INR per day) : 2.35 • EPF Admin charge (INR per day) : 2.35 • ESI (INR per day) : 15.27 • Provident Fund (INR per day) : 56.39 • Non Mandatory Compliance 1 (in Rupees) : 0 • Non Mandatory Compliance 2 (in Rupees) : 0 • Non Mandatory Compliance 3 (in Rupees) : 0 • Tenure/ Duration of Employment : 6 • Basic Pay (Minimum daily wage) : 469.93

Buyer Added Bid Specific Terms and Conditions

1. 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.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

4. **Generic**

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

5. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

6. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

7. **Generic**

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

8. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

9. **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.

10. **Buyer Added Bid Specific ATC**

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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.

This Bid is governed by the [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

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.

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.

---Thank You---

BHARAT HEAVY ELECTRICALS LIMITED

PIPING CENTRE, PURCHASE

BHEL / CHENNAI – 600 017

ENQUIRY TERMS & CONDITIONS

SI No	BHEL requirement
1	SCOPE OF CONTRACT: To provide security services with 1 Senior Watchman (Male only) and 3 Security Guards (Male Only) as per Working Shift Matrix mentioned in Clause 1.2 of Annexure A at BHEL Residential Complex (BRC), Ashok Nagar, Chennai on all days of the week including Sundays and National Holidays/other Holidays for 6 Months from Date of PO / Lol.
2	SCOPE OF WORK AND TERMS & CONDITIONS: Refer Annexure A
3	DECLARATION: Refer Annexure B
4	PRICE BID: Refer Annexure C
5	EVALUATION OF BIDS: 1) Evaluation of bids and ranking of bidders shall be done on total package value. Bidder shall quote for all items of package mandatorily. 2) Quoted rates shall be inclusive of GST.
6	CONTRACT PERIOD: 6 Months from Date of PO / Lol.
7	TERMS OF PAYMENT: Payment will be made after completion of work on pro-rata basis based on actual Services provided as per scope of work and certification of BHEL Executive. Payment shall be made within 45 days of submission of bill complete in all respect.
8	LD CLAUSE: For Delay in Delivering Services from Date of PO / Lol: If the bidder fails to deliver the services from Date of PO / Lol the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the price for each week of delay up to a maximum of 10% of the price of contract value. Penalty Clause: Refer Clause No 08 of Annexure A.
9	CANCELLATION / TERMINATION OF CONTRACT, DEFAULT / BREACH OF CONTRACT AND RISK PURCHASE: In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies / services or non-fulfilment of any other terms and conditions given in Purchase Order as enumerated subsequently in this clause, Purchaser shall be entitled to cancel the Order / Contract either in whole or portion thereof without compensation to Seller / Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller / Contractor and the Seller / Contractor shall be liable to the Purchaser for any excess costs provided that the Seller / Contractor shall continue the performance of the Order / Contract to the extent not cancelled under the provisions of this clause. The Seller / Contractor shall on no account be entitled to any gain on such repurchases. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases: i. Contractor / supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work / supply does not appear to be executable within balance available period (#) considering its performance of execution. ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. iii. Non completion of work / Non-supply by the Contractor / supplier within scheduled completion / delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor / supplier. iv. Termination of Contract on account of any other reason (s) attributable to Contractor / Supplier.

BHARAT HEAVY ELECTRICALS LIMITED

PIPING CENTRE, PURCHASE

BHEL / CHENNAI – 600 017

ENQUIRY TERMS & CONDITIONS

SI No	BHEL requirement
	<p>v. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>vi. Non-compliance to any contractual condition or any other default attributable to Contractor / Supplier.</p> <p>Risk and Cost amount against Balance Work: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work / Supply (*) as per rates of new contract B= Value of Balance scope of Work / Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H= Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>*(Balance scope of work / supply)</p> <p>Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount.</p> <p>Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p> <p>Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>Note: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.</p> <p>Recovery from Supplier Recoveries from contractor / supplier on whom risk & cost has been invoked shall be made from the following:</p> <ol style="list-style-type: none"> i. Dues available in the form of Bills payable to contractor / supplier, SD, BG's against the same contract. ii. Dues payable to contractor / supplier against other contracts in the same Region / Unit / Division of BHEL. iii. Dues payable to contractor / supplier against other contracts in the different Region / Unit / division of BHEL. iv. Legal Options for recovery of dues payable by the supplier / contractor.
10	<p><u>NON-DISCLOSURE AGREEMENT (NDA):</u> The bidders shall enter into the Non-Disclosure Agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).</p>

BHARAT HEAVY ELECTRICALS LIMITED

PIPING CENTRE, PURCHASE

BHEL / CHENNAI – 600 017

ENQUIRY TERMS & CONDITIONS

SI No	BHEL requirement
11	FRAUD PREVENTION POLICY: The Bidder along with its associate/ collaborators/ sub-contractors/ sub-Bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
12	SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com . Integrity commitment, performance of the contract and punitive action thereof: Commitment by BHEL BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity. Commitment by Bidder/ Supplier/ Contractor <ul style="list-style-type: none">• The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.• The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.• The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. Bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php .
13	CARTEL FORMATION: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
14	IN THE EVENT OF FORCE MAJEURE: a. Notwithstanding the provisions contained in other clauses, the supplier / contractor shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier / contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier / contractor and not involving the supplier's / contractor's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes

BHARAT HEAVY ELECTRICALS LIMITED

PIPING CENTRE, PURCHASE

BHEL / CHENNAI – 600 017

ENQUIRY TERMS & CONDITIONS

SI No	BHEL requirement
	<p>excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.</p> <p>b. If a Force Majeure situation arises, the supplier / contractor shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier / contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.c. If 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 sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier / contractor accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</p>
15	<p><u>LAWS GOVERNING THE CONTRACT:</u></p> <p>1) The contract shall be governed by the Laws of the Government of India in force.</p> <p>2) Irrespective of the place of execution of the contract, place of delivery / services, place of payment under the contract, the contract shall be deemed to have been made at the place at which the Acceptance of the tender has been issued.</p>
16	<p><u>RESOLUTION OF DISPUTES:</u></p> <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>Notes:</p> <p>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</p> <p>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p>

BHARAT HEAVY ELECTRICALS LIMITED

PIPING CENTRE, PURCHASE

BHEL / CHENNAI – 600 017

ENQUIRY TERMS & CONDITIONS

SI No	BHEL requirement
	<p>The seat of arbitration shall be Chennai, Tamil Nadu, India. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to arbitration in terms of clause above, the Courts at Chennai, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor / contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>
17	<p><u>SET-OFF CLAUSE:</u> Payment of bills, payment of any amounts due, release of Security Deposit or return of Bank Guarantees furnished under this tender / contract, shall be subject to the deduction of any amount for which the bidder is liable under this contract, or any contract placed on the contractor by BHEL Piping Centre, Chennai or any / all other Unit/s of BHEL.</p>
18	<p><u>GENERAL:</u></p> <ul style="list-style-type: none">i. The PO copy with all details will be given to successful bidders in soft mode only.ii. Acknowledgement for receipt of PO shall be sent within one week from the date of receipt.iv. Deviation taken after placement of order will not be accepted.v. Suppliers / contractor to analyze in detail, at the time of submission of offer with reference to our “delivery” requirement of services and confirm compliance.vi. BHEL reserves the right to negotiate or re-float the tender opened, if price / other details are not acceptable to them.vii. Any other terms and conditions mentioned in your offer other than the terms and conditions mentioned in this enquiry will not be considered.viii. Bids not accepting to any of the enquiry terms and conditions will be liable for rejection.
19	<p><u>GST DECLARATION:</u> Kindly include the following GST declaration in the invoice: “CGST/SGST/IGST CLAIMED IN INVOICE WILL BE UPLOADED IN GST NETWORK AND DULY PAID”.</p>
20	<p><u>BID VALIDITY:</u> Quotation should be valid for a period of 80 days from the date of tender opening.</p>
21	<p><u>DOCUMENTS TO BE SUBMITTED ON BIDDERS COMPANY LETTER HEAD:</u></p> <ul style="list-style-type: none">1. Office Address of the Service Provider in Chennai2. Details of Company GST Registration and PAN3. Details of PF Registration4. Details of ESI Registration5. Experience Criteria as mentioned in Annexure - A Cl No 4.13. Purchase Order copy along with invoice with self-certification by the bidder that services against the invoices have been executed to be submitted.
22	<p><u>ADDRESS OF TENDER INVITING AUTHORITY:</u> E Venu Kumar Sr.Engineer, Purchase BHEL/Piping Centre, No 80, G N Chetty Road, T Nagar, Chennai – 600017. 044-28161298 Mob:7904589227. e-mail: venukumare@bhel.in</p>

Annexure A

Scope of Work and Terms & Conditions

1 SCOPE OF WORK:

1.1 To provide security services with 1 Senior Watchman (Male only) and 3 Security Guards (Male Only) **as per Working Shift Matrix mentioned in Cl 1.2** at BHEL Residential Complex (BRC), Ashok Nagar, Chennai on all days of the week including Sundays and National Holidays/other Holidays for 6 Months from Date of PO / LoI.

1.2 Working Shift Matrix:

	Total No of Personal Required	Working Shift	Timings
Senior Watchman	1	General Shift 8 Hrs + 0.5 Hrs for Lunch	9.00 AM - 5.30 PM
Security Guard	3	1 No for 8 hrs Shift	6.00 AM - 2.00 PM / 2.00 PM - 10.00 PM / 10.00 PM - 6.00 AM

2. MANPOWER DEPLOYMENT:

2.1

The contractor shall provide security services at BHEL Residential Complex (BRC), Ashok Nagar, Chennai to carry out the duties under this contract.

2.1.2

No separate payment will be made by the company towards relievers for the personnel posted under this contract, since the charges payable includes Weekly Off/Leave/National Holidays/other Holidays.

2.2

The contractor shall ensure security personal deployed shall have good moral character and never have been convicted of a criminal offence by a court of law, physically fit without any permanent physical or mental disability and should be under the age of 50 years. Minimum height of the Security Guards/Senior Watchman must be 170 cms. and should have been trained in security & firefighting duties.

2.3

The company may call for proof of fitness, including Police verification from the contractor in respect of any Security Guard/Senior Watchman and if necessary order the contractor to get any Security Guard/Senior Watchman medically checked by an authorized company doctor at the contractor's expenses and withdraw him from duty if found unfit.

2.4

The contractor shall not substitute Security Guards/Senior Watchman with another without the approval of the company. They should be ready to attend duty in round the clock shifts at BHEL Residential Complex (BRC), Ashok Nagar, Chennai.

2.5

The contractor shall provide each employee with an identity card with photograph.

2.6

During the contract period of six months, in case of necessity, the company may ask the contractor to increase or decrease the staff with 30 days' notice, if so the contract value will be changed proportionately.

3 **DUTIES:**

Duties of the Security Guards / Senior Watchman and the contractor shall include the following:

3.1.0 SECURITY GUARDS:

3.1.1

To prevent unauthorized entry of outsiders into the premises, deal with visitors, officials and employees courteously and politely and to maintain integrity, orderliness and discipline and be in proper prescribed neat and tidy uniform while on duty. Carry out all duties and tasks allotted by the competent officer / supervisor sincerely and to the best of his ability.

3.1.2

To guard/patrol/check during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and orderliness etc. takes place in the area of his duty. To man entry points and regulate and check the flow of men, materials, transport vehicles etc. and ensure that the entry / exit is as per valid documents and records.

3.1.3

To apprehend immediately, produce before the supervisors or competent BHEL officer / supervisor any trespasser or person found in the area unauthorized and under suspicious circumstances.

3.1.4

To seize goods not found in order or suspected to be stolen.

3.1.5

To bring to the notice of his supervisor or the competent BHEL officer for any untoward occurrence on the premises, preferably in writing.

3.2.0 Senior Watchman

3.2.1

To deal with all visitors, officials and employees courteously and politely and maintain integrity, orderliness and discipline on the premises while on duty and be in proper prescribed uniform, exhibit proper courtesy and discipline and carry out tasks allotted by the competent officer of the company or the contractor in pursuance of the contract.

3.2.2

Detailed check and supervise regularly the duties performed by security guards and enforce good behaviour and discipline.

3.2.3

Carry out liaison duties with the government authorities as required by the company official.

3.2.4

To carry out the internal investigation or enquiry in case of theft / fire, damage, accident etc. as required by the competent company official and send a report to the company official immediately.

3.2.5

To maintain necessary documents as ordered by the competent company official within the scope of the contract and labour laws.

3.2.6

To carry out any other duty assigned by the competent company official.

4.1 CONTRACTOR

4.1

The contractor shall arrange to post security guards/senior watchman at such places and in such manner that guarding, patrolling whenever necessary in the areas/premises is done throughout 24 hours of the day, as per the instructions of company supervisor/ officer.

4.2

In order to ensure that the security guards/senior watchman are able to discharge their duties, the contractor shall provide them with all necessary facilities in the form of uniforms, shoes and other uniform items like whistle etc. at his own cost.

4.3

The contractor shall be responsible for the orderly and disciplined behaviour of his employees towards all, including company employees. The contractor will take suitable action against his employees responsible for misconduct and so named by the competent company official.

4.4

The contractor shall ensure that any dispute between him and his employees i.e. security guards/senior watchman is settled outside the premises and he shall not utilize company's premises, property etc for this purpose.

4.5

The contractor shall preserve all records maintained for the company and hand them over to the official concerned from time to time and positively at the end of the contract period. **The contractor shall pay the wages to the security personnel as per the minimum wages fixed by Govt. of Tamil Nadu.** The contractor shall issue salary slip to each employee every month indicating each component of payments and recoveries. A copy of the payment statement should be submitted to BHEL even if payment is made through ECS.

4.6

The contractor should ensure the payment of Minimum Wages as fixed by Govt. of Tamil Nadu from time to time, to their security staff and comply the other statutory requirements such as depositing statutory contributions to the authorities concerned regularly.

4.7

The contractor should ensure the payment of PF & ESI remittance and the photocopies of the bank challan for payment of PF/ESI contribution paid as applicable in respect of security personnel covered under this contract along with an extract of persons employed at the respective sites pertaining to the previous month shall be submitted by the contractor to the Competent Authority, HR and Admin of BHEL along with monthly bill.

4.8

The contractor shall make available all the records required to be maintained under various statutes for verification by BHEL representatives as and when required.

4.9

It will be open to BHEL to ask for replacement of any or all the staff if he/they do not fully meet BHEL security requirement. Alternatively, the contractor may withdraw his personnel for administrative reasons but they should be suitably replaced and be acceptable to BHEL. If the security guards/senior watchman are found undisciplined, he/they will be repatriated to the contractor immediately.

4.10

The contractor will give certificate that security personnel posted at the respective site are his personnel and not drafted from other security agencies on deputation or attachment. Suitable certificate in this regard should be sent before deployment of security personnel at the respective sites.

4.11

The contractor shall ensure that security staff attends duties in prescribed uniform and required accessories only.

4.12

Contractor shall supervise the performance of the security guards/senior watchman adequately and ensure that performance and turnout are such that the purpose of the contract is fully achieved.

4.13

Contractor shall have experience of minimum 3 years in providing security services to Offices / Residential / Commercial Institutions.

5. TERMINATION:

5.1

Notwithstanding anything contained herein the contract may be terminated with due notice of Two Months on either side.

6. GENERAL:

6.1

The contractor agrees to indemnify the company against all claims and losses arising as a liability under the Payment of Wages Act, Employees Provident Fund & Miscellaneous Provisions Act, Industrial Disputes Act, Employees State Insurance Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Arbitration Act, Minimum Wages Act, Inter State Migration Act etc. or any civil or criminal law in force so far as they relate to security personnel employed by the contractor for the company.

6.2

The liability of any compensation for injury to the security personnel or others arising as a result of duties by security staff shall be that of the contractor.

6.3

Contractor shall provide only Male Security Guards and Male Senior Watchman and the strength of the guards may be increased whenever felt necessary. However, 30-day advance intimation will be given to contractor in this regard. Further, any decrease in strength necessitated by the completion of activities at the company will be sought for and the same shall be implemented by the contractor with a notice of 30-day period.

6.4

Income Tax or any other statutory dues liable to be paid by the contractor shall be recovered from the bills of the contractor for which TDS certificate will be issued by BHEL.

6.5

With regard to the interpretation of the terms and conditions of this contract, the decision of the Head of the Unit / BHEL – PPPU & PC / Chennai shall be final, keeping in view the overall framework of BHEL Works Policy.

6.6

Any addition / deletion on the scope of work and terms & conditions under this contract shall be implemented based on mutual discussions between the “company” and the “contractor”.

6.7

Disputes or differences arising from this tender or in any manner connected therewith shall be subjected to the following disputes resolution mechanism:

- i) Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
- ii) If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by the Head of the Unit / BHEL – PPPU & PC / Chennai. The place of arbitration shall be at Chennai. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- iii) The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.
- iv) All disputes shall be subject to the exclusive jurisdiction of the Courts at Chennai.

6.8

In the event of change of workplace as per the requirement of BHEL to any other location in Chennai Area, the Contractor shall continue to provide the security services to its new location without any distraction or additional costs.

7. PAYMENT TERMS:

Payment will be made after completion of work on pro-rata basis based on actual Services provided as per scope of work and certification of BHEL Executive. Payment shall be made within 45 days of submission of bill complete in all respect.

7.1

In lieu of services offered by the contractor, the company shall pay at the rate agreed to during the validity of the contract (details as per Letter of Intent). However, the payment will be subject to production of proof regarding minimum wages payable as per Government of Tamil Nadu notification applicable from time to time.

7.2

The company shall however, undertake to pay the wages fixed by Govt. of Tamil Nadu. For delay in payments, the contractor shall be at liberty to approach senior company officials. Any over payment made to the contractor whether due to fault of the contractor/BHEL shall be recoverable from the contractor as deduction from its pending/subsequent bills.

7.3

The contractor shall ensure that security personnel are employed on 8 hours shift duties per day. Absenteeism if any, may have to be met by the contractor from out of the relievers only. The company shall not be responsible for payments for excess, additional duties performed on holidays and any overtime for extended hours of duty not approved by the company. For this the contractor shall maintain an attendance register and muster roll of payments for the employees which the assigned company officials shall be entitled to inspect.

7.4

The contractor's services rendered is accounted for the calendar month. As such contractor's bills will be forwarded to the Admin department in duplicate by 1st of each month. The wage bill shall be accompanied by documents i.e. Attendance statements, acquittance register of previous month, copies of PF/ESI challans and any other documents as required by BHEL or as applicable under the laws in force.

7.5

The contractor shall disburse all payments due to the security personnel (inclusive of wages, bonus, gratuity / terminal benefits) by 7th of each month. Initially, the contractor should make payment to his security personnel on the earmarked date and should not cause any delay which may occur due to official sanctions and clearance.

7.6

Delayed, non-payment or short payment of wages to his employees by the contractor shall be viewed seriously by the company and action including deduction from agency charges may be made by the company.

7.7

Any deficiency in work as mentioned in this contract will lead to penal charges to the extent of work affected in terms of percentage or on pro-rata basis, as decided by BHEL. Deficiency continued will lead to termination of contract. Also, risk purchase clause will be operated to complete the work. i.e. alternate arrangement will be made by BHEL and any excess expenditure incurred in this regard will be recovered from contractor as mentioned below.

- a) Dues available in the form of Bills payable to contractor / supplier, SD, BG's against the same contract.
- b) Dues payable to contractor / supplier against other contracts in the same Region / Unit / Division of BHEL.
- c) Dues payable to contractor / supplier against other contracts in the different Region / Unit / division of BHEL.
- d) Legal Options for recovery of dues payable by the supplier / contractor.

7.8

All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.

8. PENALTY:

8.1

Failure in providing security services as per agreed contract conditions will lead to imposition of penalty. Failure to supply services at duty posts will lead to imposition of penalty @ Rs.700/- per post per day.

8.2

Failure to make payment to the workmen on or before 7th of each month for the work done in previous month shall attract penalty of Rs. 1000/- per day of delay beyond 7th of each month.

8.3

The total value of penalty as per above clauses shall be limited to maximum value of 10 % of awarded value. In case of any amendment / revision, Penalty shall be linked to the amended / revised PO value.

8.4

The decision of the BHEL on the question whether the contractor have committed such default or have failed to perform any such service efficiently and are liable to pay compensation and as to quantum of such compensation shall be final and binding on the contractor.

9. LIABILITY OF CONTRACTOR FOR LOSSES ETC. SUFFERED BY BHEL

9.1

If any theft/loss of property of BHEL Residential Complex (BRC), Ashok Nagar, Chennai occurs the same is found correct by joint investigation of BHEL and Contractor's representative and if it is within the ambit of security in expressed terms , the Contractor shall pursue payment of compensation through the Fidelity Guarantee Insurance i.e. Rs 5,00,000/- (Rupees Five Lakhs only) floated for all the contracted personnel to make the loss good to the extent of coverage only if the Contractor's personnel were found at fault and form part of their official duty.

9.2

The Contractor shall be required to indemnify BHEL from any consequences arising out of and during the course of deployment of security guards/senior watchman at BHEL Residential Complex (BRC), Ashok Nagar, Chennai.

10. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Contractor should have a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a) Vendor declaring such invoice in Form GST ANX-1
 - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods/services and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

11. Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

12. Contractor's Supervision:

12.1

The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.

12.2

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

12.3

The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.

12.4

The BHEL shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

13. Payment to employees engaged by the contractor:

The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.

13.1

The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.

13.2

Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from in charge of HR & Admin department.

13.3

Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.

13.4

The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. Clearance for passing of Bills / Invoices will be given in respect of those contractor, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.

13.5

No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.

13.6

The contractor should pay the previous month salary in full to Senior Watchman and Security Guards before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.

13.7

The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Statute and other applicable State / Central Governments' rules & regulations.

13.8

Each contract employee must have his own PF and ESI Codes and comply with the relevant Acts.

14 Damage & Loss to Private Property & Injury to workmen:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15 Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

16

Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract: BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

16.1

Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

16.2

Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or

circumstances shall a rise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

16.3

Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.

17. Earnest Money Deposit:

- (a) Every Bidder is required to remit a sum of Rs. 11,358/- (Rupees Eleven Thousand Three Hundred and Fifty Eight only) towards EARNEST MONEY DEPOSIT (EMD) by Demand Draft (DD) from Nationalised / Scheduled Banks drawn in favour of "BHEL – Piping Centre" payable at Chennai or Electronic Fund Transfer credited in BHEL Account (Bank: State Bank of India, Branch: T.Nagar, Account No.: 40186134921, IFSC: SBIN0001020) before bid submission date and time for the tender.
- (b) EMD given by all unsuccessful Bidder/s shall be refunded normally within fifteen days of acceptance of award of work by the successful Bidder.
- (c) EMD shall not carry any interest.
- (d) EMD of successful Bidder will be retained as part of Security Deposit
- (e) BHEL reserves the right to forfeit EMD in case the Bidder:
 - i) After opening of the tender and within the offer validity period revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii) Bidder who has become L1 and fails to deposit the required Security Deposit or commence the work within the period as per LOI / PO.
 - iii) Bidder who has become L1 and fails to communicate unqualified acceptance of LOI/PO on the same day of LOI/PO placement.
- (f) EMD Waiver Documents: EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting UDYAM certificate.
- (g) Bidders availing EMD waiver by submitting UDYAM certificate should submit Security Deposit (5% of the Contract value) within time specified in the Letter of Intent (LOI) / PO.

18. Security Deposit:

- (a) Upon acceptance of tender, the successful Bidder within the time specified in the Letter of Intent (LOI) / PO must deposit the required amount of Security Deposit for satisfactory completion of work. The Security Deposit in any one of the prescribed modes shall be deposited to BHEL.
- (b) The total amount of Security Deposit shall be 5% of the Contract value.
- (c) EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.
- (d) The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms:

- i) Local Cheques of Scheduled Banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL.
- ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iii) Atleast 50% of the required Security Deposit, including the EMD shall be collected as per the time frame specified in the Letter of Intent (LOI) / PO. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- iv) The security deposit shall be released to the contractor upon fulfillment of Contractual obligations as per terms of the Contract.
- iv) The security deposit shall not carry any interest.

(e) Bidder should submit security deposit as per the time frame specified in the Letter of Intent (LOI) / PO. In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

19. Return of Security Deposit:

The contractor would be eligible to claim for return of the Security Deposit after completion of the allotted works in all respects to the satisfaction of BHEL and returns properties belonging to BHEL, handed over / lent to him or hired for carrying out the said works. Thereafter, the Contractor shall produce a Self-Undertaking with a request for return of Security Deposit wherein he shall specifically undertake to indemnify BHEL against any claim / loss claimed by various Statutory Authorities including dues payable by the Contractor to their employees like Salary/Wages, PF, etc. Based on the above-specified request from the Contractor, the Security Deposit would be returned to the contractor after deducting applicable dues, if any payable to BHEL under this 'or' other contracts entered into with the contractor. It may be noted that in any case, the security deposit shall not be returned / released prior to passing of final bill.

No interest shall be payable by BHEL on Earnest Money Deposit, Security Deposit or any money due to the contractor for any delay whatsoever.

20. Technical bid will be considered only if

- i. In case of Demand Draft – Original Demand Draft (EMD) reaches address of Tender Inviting Authority within the bid submission date and time for the tender.
- ii. In case of Electronic Transfer of EMD, details of the same reaches (or) mailed to Tender Inviting Authority within the bid submission date and time for the tender.
- iii. In case Bidder seeks Exemption from EMD, Exemption Certificate (UDYAM) reaches (or) mailed to Tender Inviting Authority within the bid submission date and time for the tender.

EMD in any other form and tender without EMD/Exemption Certificate (UDYAM) will be summarily rejected.

Annexure B

DECLARATION

We M/s. do hereby confirm the following points with ref to the above works, if ordered on us.

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged by us in this contract as per the Tamil Nadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time (ii) Bonus as per the Bonus Act-1965 along with Wage.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The rates quoted in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the HR & Admin department of BHEL Piping Centre every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) due to BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL, Piping Centre may recover the said amounts through other running contracts from BHEL's sister units.
8. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Unit or any PSU/ Government organization
9. We confirm that none of its group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.

(Contractor Signature with Seal)

Annexure C

PRICE BID

Name of Works: Private Security Service Contract for BHEL Residential Complex, Ashok Nagar, Chennai, for a period of 6 months from Date of PO / Lol.

Sl. No.	Description of work	Unit of Measurement	Quantity (A)	Rate* in ₹ (₹/Month) (B) (Including GST)	Total value in ₹ (C=A X B) (Including GST)
1.	Providing Security Services at BHEL Residential Complex as per Working Shift Matrix mentioned in Clause 1.2 of Annexure A on all days of the week including Sundays and National Holidays/other Holidays by deploying Senior Watchman (Male only) as per terms and conditions.	Month	6	₹ Quoted /- Rupees Quoted only	₹ Quoted /- Rupees Quoted only (This Price shall be fed in GeM for Senior Watchman Category)
2.	Providing Security services at BHEL Residential Complex as per Working Shift Matrix mentioned in Clause 1.2 of Annexure A on all days of the week including Sundays and National Holidays/other Holidays by deploying Security Guards (Male only) as per terms and conditions.	Month	6	₹ Quoted /- Rupees Quoted only	₹ Quoted /- Rupees Quoted only (This Price shall be fed in GeM for Security Guard Category)

Note:

1. *Rate/month corresponds to monthly charges of all the security personnel who shall be engaged for providing Security Services at BHEL Residential Complex **as per Working Shift Matrix mentioned in Clause 1.2 of Annexure A** on all days of the week including Sundays and National Holidays/other Holidays as per terms and conditions.
2. Vendor shall not quote monthly charges per guard per month against Rate/month.
3. No pre conditions other than tender terms & conditions will be entertained by BHEL.
4. The signature at the bottom of the price bid confirms that the tenderer has read and accepted all the terms and conditions of tender and rates quoted are inclusive of all taxes and duties levied including GST has been considered by the tenderer for the total contract period while quoting the above rates in **GeM Portal.**
5. In order to ensure that the security guards / senior watchman are able to discharge their duties, the contractor shall provide them with all necessary facilities in the form of all necessary items like uniforms, shoes and other uniform items etc., at his own cost.

Contractor Signature

Contractor Seal

BHARAT HEAVY ELECTRICALS LIMITED
PIPING CENTRE, PURCHASE
BHEL / CHENNAI – 600 017

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Piping Centre, Chennai on contract is confidential and that the nature of the business of the BHEL, Piping Centre, Chennai is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Piping Centre, Chennai Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Piping Centre, Chennai all documents and property of BHEL, Piping Centre, Chennai, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Piping Centre, Chennai's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Piping Centre, Chennai and are reasonable given the nature of the business carried on by the BHEL, Piping Centre, Chennai I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

General terms and conditions on GeM 3.0 (Version 1.21)

1. Introduction

This document is an electronic record published by GeM under the provisions of the Information Technology Act, 2000 and the rules made there under (as applicable) and shall act as valid agreement between Seller / Service Provider and Buyer. Further the use of GeM Portal for Sale / Purchase of Goods / Services and the **resulting Contracts shall be governed by the following General Terms and Conditions (GTC) (unless otherwise superseded by Product / Service specific Special Terms and Conditions (STC), Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement) and BID/Reverse Auction Specific Additional Terms and Conditions (ATC) as applicable).**

Government e-Marketplace (GeM) is the National Public Procurement Portal; an end-to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. The portal is owned and managed by GeM SPV which is a Section 8 (Non- Profit) Company registered under the Companies Act, 2013. GeM SPV operates, monitors and supervises all the business transactions on the portal through the Managed Service Provider as per defined roles and responsibilities.

2. General Terms and Definitions:

- a. **“APPLICABLE LAWS”** shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy or other governmental restriction as may be in effect.
- b. **“GOODS”** shall mean an Article / product or an intangible product like software, technology transfer, licenses, patents or other intellectual properties being offered for sale on the GeM portal by Seller(s) on GeM. The term ‘Goods’ shall also include works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and guarantee / warrantee obligations as defined in the scope of supply given in the contract.
- c. **“SERVICES”** shall mean the services offered or provided by the Seller such as IT Professional Services, Manpower Services, Security Services, Transport Services, etc. listed as Services on GeM. The term ‘Service’ shall also include supply of goods / articles which are incidental or consequential to the provisioning of such Services as defined in the scope of supply given in the contract.

- d. **“SERVICE LEVEL AGREEMENT (SLA)”** shall mean the Contractual Commitment that prevails between the Buyer and the Service Provider with regard to type of service to be provided, deliverables, desired performance level, reliability and responsiveness, monitoring process and service level reporting, response and issue resolution time-frame, repercussions / penalties / remedies for service provider not meeting its commitment. The SLA of a particular contract may carry the matrix regarding the delivery of the goods and/or services and the corresponding penalties or remedies and liquidated damages as applicable.
- e. **“CATEGORY SPECIFICATION”** shall mean the framework of technical features, functional capabilities, technical properties, certifications of the items etc. in a particular category. The Specifications shall identify the key parameters defining the products with all necessary validations related to configuration, type of data, restrictions, range / allowed values, allowed units etc. Sellers as well as Buyers while offering / buying the Goods / services shall have to comply with the validation rules / restrictions provided for in the Category Specification. Buyers / Sellers can not add parameters and / or drop down values not provided for in category Specification. If any Buyer / Seller desire to add new parameter, value, validation etc. against any category specification, they have to raise request for the same to GeM for incorporation in Category Specification.
- f. **“BUYER”** is the Contract placing authority, which includes Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs) and Autonomous Bodies acting through its authorized officer(s) for and on behalf of President of India/Governor of the State /PSU/Autonomous Bodies, as the case may be, for purchase of Goods/Services offered by Sellers on GeM.
- g. **“SELLER / SERVICE PROVIDER”** on GeM shall mean any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society’s Act / Statutory Bodies etc., registered on GeM to sell its Good(s) / Service(s) to the Buyers registered on GeM.

The “Seller on GeM” will be either OEM (Original Equipment Manufacturer*) or Seller having authorization to sell products manufactured by the OEM in open market.

* OEM is the owner of the Brand / Trademark of the product being offered or in case of un-registered brand’s products / products with own brand, the actual manufacturer of the final product. To be recognized as an OEM on GeM, seller has to get Vendor Assessment Report from designated agency (unless exempted as per GeM VA policy) as per due process of vendor assessment notified on GeM portal

(which would include production of documentary evidences and demonstration of manufacturing facilities and / or capabilities as required).

In case of Services related to Goods, Service Provider on GeM will be either OEM or Service Provider having authorization to Service products manufactured by that OEM in open market. In respect of other Services, Service Provider on GeM will be any legal entity offering its services.

By registering on GeM portal , Seller / Service Provider hereby agrees to be bound by these General Terms and Conditions for Sale / Purchase of Goods and / or Services (GTC); Product / Service Specific Special Terms and Conditions (STC) and Service Level Agreements (SLAs) for various Services; and Additional (Bid Specific) Terms and Conditions (ATC) as applicable.

For the purpose of this document and transactions on GeM, Seller as well as Service Provider will be referred to as “Seller”

- h. **“USER ID and PASSWORD”** All users including Buyers and Sellers (primary as well as secondary) will get User ID and Password created on GeM following due registration process defined on GeM. It is the responsibility of the user to keep their User ID and Password secure and confidential. Individual user shall be solely and completely responsible for all transactions taking place on GeM portal using his / her User Id and Password and GeM shall not be responsible in any manner.
- i. **“LICENSE”** shall mean by registering the Seller and by offering Product / Service details on GeM, the Seller grants GeM a non-exclusive, royalty-free, irrevocable, perpetual and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, distribute, and/or display the content/materials which has been submitted to GeM excluding Aadhaar No. In case of registration of Primary user and creation of secondary user(s) by the Buyer/Seller, their Aadhaar (UID) details collected by GeM are solely for user verification and to apply e-signing on the documents. The e-sign is at par with digital signatures as per Information Technology Act Amendment 2008 and it works based on details available in Aadhaar database of UIDAI and there is no interference / intrusion in their personal details.
- j. **“CONTRACT”** shall mean the purchase order created / issued by the Buyer on GeM for supply of Goods / Services in electronic form which includes scope of supply, delivery instructions and specifications etc. as ordered by Buyer against such Contract besides the subject GTC, STC/ATC as the case may be.

3. Role, Responsibilities and Obligations of Seller/ Buyer:

A. Role and Responsibilities of Sellers on GeM are as under:

- i. Only Director (s) / Partner (s) / Proprietor (as applicable) are authorized to become Primary User and register any legal entity on GeM as Seller.
- ii. Once Seller/Service Provider is registered and account is created on GeM, the Primary user of the Seller/Service Provider can create Secondary User Accounts within Seller/Service Provider Organization with different Roles and Responsibilities. However, the Primary User creating Secondary User accounts shall continue to be fully responsible and accountable for all actions / transactions done by Secondary Users on GeM Portal.
- iii. Since GeM is a trust based Portal, the complete accuracy and integrity of data submitted in respect of the Seller and also in respect of the Goods / Services offered on GeM will be the sole responsibility of the Seller/Service Provider. Seller will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.
- iv. The Primary / Secondary Users of Sellers, offering Goods/Services and/or participating in e-Bidding / Reverse Auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s) in GeM for and on behalf of the Seller, failing which such Seller as well as the individual(s) shall be vicariously liable for its actions and also for any liability arising out of such actions.
- v. Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM.
- vi. The Seller should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.
- vii. The seller would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and / or GeM.

- viii. GeM would not allow creation of any fresh data related to Seller identity on GeM portal. All details provided by the Seller at the time of registration would be counter checked / verified through other data bases of Government such as PAN, MCA 21, Udyam Registration etc. For Financial details, PAN / Income tax Database shall be primary validating database and will override any conflicting data in any other database. If the data / details entered by the seller while registering on GeM is not verified with validating databases, registration will not be allowed. Further, in case of any conflict in details after registration, Seller's registration would be automatically suspended. It is the Seller's responsibility to keep all their information on GeM updated with the latest change(s). Non-updating of details on GeM within 7 days of such occurrence would make Seller liable for administrative actions.
- ix. Eligibility of Sellers in terms of Turn Over / Past Performance / Profitability etc. and also their eligibility for availing various benefits / advantages in terms of various Govt. Policies / Guidelines / Acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income Tax / PAN Data Base, MCA 21, Udyam Registration, GSTN, Certifying Agencies such as BIS, BEE etc. In case of any discrepancy in data available in these databases, Seller has to get the same updated in the corresponding validating database before updating the same on GeM. Till such time only the existing validated information shall be used to decide seller's eligibility on GeM. Any default in sellers updating their data on partner sites / validating databases and any fall out of the same impacting adversely any transaction on GeM, shall entirely and exclusively be Seller's responsibility. GeM shall not be responsible for any consequential impact on any GeM transaction due to data discrepancy and / or suspension of seller account due to data discrepancy. Seller will be solely responsible for the same.
- x. The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.

- xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.
- xii. By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.
- xiii. Listing of Goods / Services in irrelevant / inappropriate categories is strictly prohibited. If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s)/service(s) by the Seller, such contract shall be treated as null and void. No claim whatsoever against such contract shall be admissible and entertained.
- xiv. The Seller(s) shall pass on all the benefits associated with any scheme / offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit.
- xv. By registering on GeM and by participating in any bid on GeM, Seller undertakes that presently it is not "Debarred from Bidding" on the grounds mentioned in Rule 151 of GFR 2017.

B. Role and Responsibilities of Buyer on GeM:

Buyer Registration on GeM is divided in two categories:

- a. **Primary User:** In GeM, the Primary User is as under:
 - i. Any officer of Central / State Government / PSU / Autonomous Bodies / Local Bodies / Constitutional Bodies / Statuary Bodies at the level of Deputy Secretary of the Government of India or equivalent
 - ii. Head of the Office at Sub Centre / Unit / Branch, can Register his / her organization / unit on GeM portal as Primary User.

Primary User shall be responsible for registering the organization on GeM, for creating User accounts for Secondary Users, assigning them roles and responsibilities on GeM and for supervision of all transactions performed by Secondary Users under him / her.

Primary User shall also be vicariously responsible for ensuring compliance of

General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other Procurement Policies / Guidelines notified by the government from time to time, by all the secondary users including timely payments and for dispute resolutions as per GeM terms and conditions.

Primary user cannot perform any Procurement related transactions on GeM portal.

- b. **Secondary Users:** Secondary Users are officials responsible for procurement transactions on GeM including Placement of Contracts, Receipt of Stores, and Payments to the Sellers etc. The access rights permissible to registered Secondary users would be decided by the Primary User of the Department. Secondary Users may be given the roles of Buyer / Consignee / Drawing and Disbursement Office (DDO) / Paying Authority etc. For transaction on GeM portal, Buyer is the official who is responsible for processing procurement transaction up to Order Placement stage. Consignee is the Secondary User in Buyer Organization responsible for certifying receipt and acceptance of the goods procured.

Buyer's responsibilities on GeM portal are as under:

- i. The Buyers are responsible to ensure that the procurement done by them are in compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other procurement Policies / Guidelines notified by the government from time to time, including timely payments as per GeM terms and conditions.
- ii. The Buyers (in all capacities i.e. as Buyer, Consignee, DDO, Paying Authority etc) are responsible to ensure that the procurement done by them are in compliance with GeM Terms and Conditions / Guidelines and all contract related transactions are completed within time lines prescribed in GeM Contract.
- iii. The Buyers must ensure that they have the requisite authorization to enter into contract with Seller(s) on GeM for and on behalf of the organization, failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.
- iv. While making procurement on GeM, the Buyers shall judiciously search and shortlist items using filters such as quantity, technical parameters, delivery period, warranty period, consignee location(s), Seller's eligibility etc. as per their approved requirements. Placement of contract for a product / service uploaded by the Seller in any wrong/inappropriate product category is strictly prohibited and such contracts shall be treated as null and void and such Buying shall adversely affect Buyer Rating on GeM.
- v. The Buyers shall satisfy themselves that the price of the selected offer is reasonable. Buyer is at liberty to utilize all the data / information and Business Analytics made available in GeM including e-bidding and reverse auction.

- vi. The Buyers, before placing the order on GeM, should have the required mandatory approval with prior sanction and approval of the competent authorities and shall be in compliance with and as per procedures outlined in GFR and other procurement guidelines issued by the Government from time to time.
- vii. On award of the Contract(s), it would be construed that the Buyer has obtained all necessary Administrative & Financial sanctions of the competent authority and adequate funds are available indicating the relevant Head of accounts in the awarded Contract(s).
- viii. The Buyers should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM.
- ix. Buyers are not allowed to place any order at GeM prices outside GeM. The prices on GeM are only applicable if the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Further, Buyers are not allowed to place any off-line contract to the Seller directly based on the outcome of e-Bidding / RA conducted on GeM. All such contracts shall be treated as null and void and GeM reserves the right to delete all data related to such transactions from GeM database besides taking suitable actions against such Buyers including suspension from GeM and / or reduction of Buyer rating etc.

4. Enabling provisions of Rule 149 of General Financial Rules- 2017

Enabling provisions of Rule 149 of General Financial Rules- 2017 as amended vide Ministry of Finance OM dated 02.04.2019 regarding procurement through GeM and necessary guidelines and terms and conditions thereon:

GeM portal may be utilized by the Government buyers for on-line purchases as under:-

- i. Up to Rs.25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.
- ii. Above Rs.25,000/- and up to Rs.5,00,000/- through the GeM Seller having lowest price amongst the available sellers (excluding Automobiles where limit of Rs.30,00,000/- will be applicable), of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. The tools for online bidding and online reverse auction available on GeM can be used by the Buyer if decided by the competent authority.
- iii. Above Rs.5,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM (excluding Automobiles where limit of Rs.30,00,000/- will be applicable).

- iv. The Government Buyers may ascertain the reasonableness of prices before placement of order using the Business Analytics (BA) tools available on GeM including the Last Purchase Price on GeM, Department's own Last Purchase Price etc.
- v. GFR rule 149 allows direct on-line purchases on GeM up to Rs. 25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period. However this is subject to procuring authorities certifying the reasonability of rates. While making such direct on-line purchase below Rs. 25,000/-, the buyer should have approval of competent authority and should also record reasons for selecting the specific product in case lowest priced products are not being accepted / ordered.
- vi. Tools have been deployed on GeM portal to show the price of compared products on other e-commerce sites (wherever available) and also the rates at which orders have been placed on GeM for such items in recent past. While taking decision on reasonableness of price, the buyers may also take into account the discount over MRP; Last Purchase Price on GeM, Department's own Last Purchase Price; rates on other e-commerce websites etc. The prices on e-commerce site give a broad idea and its terms and conditions may be different. If it is found that the price available on GeM marketplace is not reasonable or is substantially higher than e-commerce sites or LPP, the GeM Portal provides tools for online bidding or reverse auction which can be used by the Buyers to get better competitive rates and then satisfy themselves about reasonableness of the price as per GFR -2017 before placement of contract. Bidding should be considered as the preferred mode of procurement above Rs. 25,000/-.
- vii. In case of Direct Purchase, during carting period, rates for carted quantity, for that buyer, are frozen for carting period as notified from time to time on GeM against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.
- viii. According to the provisions of Rule 149 (ii) of GFR, 2017, GeM shall be utilized by Government buyers for direct on-line purchases above Rs. 25,000/- and up to Rs. 5,00,000/- however such purchase has to be through the Seller having the lowest price (L-1) amongst the available Sellers on the GeM. In order to ensure that buyers select only L-1 available offer, the GeM portal enables buyer to first compare all the product options available on GeM to ensure that it meets its requirements/ specifications. While comparing, care should be taken by the Buyer that comparison has to be done between products of at least three different Manufacturers / OEMs. For L-1 buying, comparison has to be made between products of at least three different OEMs, as per GFR. If Buyer wants to buy any specific OEM's product then he has to go for Proprietary Article Certificate (PAC) buying after obtaining necessary approvals of competent

authorities for PAC buying as per GFR-2017, as amended from time to time or the Procurement Guidelines of the respective Organisation as the case may be.

ix. **Proprietary Article Certificate (PAC) Buying:** While making procurement under PAC Buying on GeM, it is the responsibility of the Buyer to ensure that compliances with the conditions / rules as laid down under GFR, 2017, as amended from time to time or the Procurement Guidelines of the respective Organisation as the case may be is met before initiating procurement under PAC:

(a) In case a Govt. Buyer on GeM wants to make procurement on proprietary basis on the GeM Portal after obtaining the requisite approvals / PAC certificate from their competent authority as per Rule 166 of GFR-2017 or the Procurement Guidelines of the respective Organisation as the case may be, the Buyer can use PAC filter provided on GeM for selecting a specific model/ make available from a particular GeM Seller. The Buyer should ensure before procuring the goods under PAC Buying that the Proprietary Article Certificate as per the conditions laid down in GFR or the Procurement Guidelines of the respective Organisation as the case may be is available with the Buyer. It is the responsibility of the Buyer to ensure compliance with GFR or the Procurement Guidelines of the respective Organisation while procuring goods on proprietary basis through the GeM Portal including ensuring the certificate to be in proper format as per GFR or the Procurement Guidelines of the respective Organisation as the case may be.

(b) The Buyer should note that the Seller's price on the Portal is just their offer prices and the proper discovery of price generally happens through bidding/RA. Moreover, in PAC procurement irrespective of multiple listing by authorised sellers, the important issue of price control remaining with the OEM should not be overlooked. Therefore, in case of all the PAC procurements, the Buyers are advised to carry out extra due diligence in establishing the reasonableness of prices before placement of contract as per Para (vii) of Rule -149 of GFR-2017 or the Procurement Guidelines of the respective Organisation as the case may be.

(c) Except for direct buying up to Rs. 25,000/- subject to establishing the reasonableness of price, the bidding is mandatory for procurements above Rs. 25,000/- as per GFR. As result of bidding, the response could be as under:

- i. Only OEM is available or only single authorised seller is available.
- ii. OEM as well as multiple authorised Sellers are available.
- iii. Multiple authorised Sellers of the OEM are available.

(d) After bidding, under PAC buying, the Buyer may take decision with the approval of the competent authority to process the procurement subject to establishing the reasonableness of prices before placement of contract as per Para (vii) of Rule - 149 of GFR-2017 or the Procurement Guidelines of the respective Organisation as the case may be.

- x. In order to give flexibility to the buyers in sourcing their requirements through GeM, provision has been made in e-bid and RA modules for indicating delivery period in terms of “number of days from date of placement of contract”. While stipulating delivery period in their bid documents, Buyers are advised to be careful since un-realistic delivery period stipulations may result in elimination of some genuine sellers, lack of competition and may ultimately have impact on cost of procurement. While fixing delivery period in e-bid/ RA bid, buyers should not only take into consideration the quantity required and the essentiality of requirement of that quantity within stipulated time period but also the possible impact of shorter delivery period on competition in e-bidding / RA.
- xi. Splitting of demands by creating multiple Bids / RAs of same goods / services or making repeated procurements of same Goods / Services through L-1 buying as per rule 149(i) and 149(ii) of GFR-2017 are strictly prohibited on GeM. Splitting of demand deprives the organizations from achieving the best competitive prices leveraging economies of scale. It also implies avoiding the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand. It is a violation of Para Rule 149 (viii) of GFR -2017 and terms and conditions of GeM Portal and Buyer including the Primary Buyer shall be entirely responsible for the same. If any such splitting of demand is noticed, GeM shall have the right to take necessary action such as blocking of such Bids/RAs and / or cancelling such contracts.
- xii. GeM is a dynamic online marketplace. The product/service listings across the existing categories are dynamic. Moreover, new categories of products/services are continuously being added on GeM. In situations where there is only one offer available in a product/ service category and/or there is offer from only one Seller after filter based search, the buyer should not select such offer for buying. Efforts should be made by Buyer to get their past suppliers and prospective Sellers on-boarded on GeM so as to ensure availability of sufficient Sellers on GeM. This however will not apply for PAC procurement.

xiii. e-Bidding and Reverse Auction (RA) on GeM

- (a) The e-Bidding / RA module of GeM is a tool provided to the Buyer(s) for organizing bidding / RA from GeM Sellers of the particular product category for a pre-defined requirement i.e. quantity, technical parameters for Goods/ Services of the particular product category required for one or more Buyers / Consignees.
- (b) Prior to initiating e-Bidding / RA, the Buyer shall judiciously search and shortlist item among the items offered on GeM using filters such as quantity, technical parameters, warranty period, consignee location(s) etc. as per the requirement. In case the search made using actual quantity required, fails to identify sufficient offers, the Buyer may use an indicative quantity for initial search and selection of product and quantity may be

amended to match the actual requirement at the time of finalizing e-Bidding / RA.

- (c) The technical parameters and warranty of the item identified by the Buyer shall be base parameters of the item for conducting e-Bidding / RA for the required Goods/Services.
- (d) The e-Bidding / RA document will be finalized by the Buyer(s) by stipulating requirements such as Quantity, Consignee Details, Terms of Delivery, Delivery Period, EMD, Performance Bank Guarantee, Time & Date for Start and End of Bid Submission and for Opening of Bids and required Bid Validity period etc. GeM system shall decide Start / Reference Price and Step Value of Decrement in case of RA based on product selection and / or outcome of bidding process.
- (e) The e-Bidding / RA invitation / Notice shall be published on GeM, stipulating the last date for bid submission / opening of bids giving at least clear 10 days time after the publication. Any change in last date for bid submission will be intimated to eligible bidders through e-mail / GeM. The e-Bidding invitation shall be extended to all the registered Sellers on GeM who have Goods / Services for that particular category listed on GeM, at least 2 hours prior to closing time of e-Bidding / RA. The GeM normally requires 48 hrs for approval / rejection of the product / service offered by Sellers before it is listed on the portal. Considering these time lines, the Sellers are required to offer their Goods / Services on GeM well in advance before bid closure. The decision of the Buyer/GeM regarding technical/commercial eligibility of the individual Seller to be invited for e-Bidding / RA shall be final.
- (f) The Seller participating in the e-bidding / RA may offer any one of their product(s) already listed on GeM. The bid submitted under e-Bidding / RA shall remain valid for 15 days (or as stipulated by the Buyer in the bid document) from the Bid Opening Date (till 24.00 Hrs IST). Bid Validity can be further extended with mutual consent between Buyer and Seller. The products offered in e-Bidding / RA can not be withdrawn by the Sellers from GeM during the bid validity period. The Buyer reserves the right to postpone/cancel the e-bidding and intimation thereof will be sent by e-mail / GeM to the Bidders. Any amendment / corrigendum to the e-bid invitation issued by the Buyer will be made online and shall be uploaded on the GeM. The participation by the Seller in e-bidding shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and ATC. However, the Buyer

shall have right to decide the technical and commercial acceptability of the individual bids based on eligibility criteria and compliances as stipulated in the bid document. The technical parameters shown in the bid are from a particular catalogue as selected by the buyer while applying initial filters in selection of the product. The sellers are free to bid for same, equivalent or superior specifications catalogue / products. In the public interest, buyers will evaluate such bids based on their requirements / end use and bid parameters and will accordingly technically accept or reject the bids on merits.

- (g) In bid documents, Buyers can incorporate suitable eligibility criteria and additional terms and conditions only using various filters and ATC module available in e-bidding / RA modules of GeM. Buyers are not allowed to incorporate eligibility criteria and / or additional / special terms and conditions exterior to the GeM portal by making reference to any other website / documents etc.
- (h) In case, two or more acceptable bidders are found to have quoted identical lowest bid price, Buyer has to conduct Reverse Auction for the required Goods among all technically qualified bidders in case of bids for Goods. In case of Services bids, if the multiple L-1 bidders have quoted the lowest allowed price for that service, Buyer shall have two options for placement of Contract:
 - a) Placement of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system.
 - b) Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals
- (i) The Buyer reserves the right to accept/reject any bid including the lowest bid received through e-bid and/or annul the e-bidding process.
- (j) The participating bidders shall not disclose details of their bids or other details of their e-bids to other bidders or indulge in any anti-competitive behaviour including price manipulation in violation of Competition Act, 2002.
- (k) The Buyer/GeM will not be held responsible for consequential damages such as no internet connection, no power supply, system problems, loss of electronic information, power interruption etc.
- (l) Against any bidding or RA conducted on GeM, if a bidder quotes Nil Charges/consideration, the bid shall be treated as non-responsive and will not be considered.

(m) There shall be no EMD for Bids / RA having estimated value less than Rs. 5 lakh. For bids / RA having estimated value more than Rs 5 Lakh, while finalizing e-Bid / RA, Buyer shall indicate the exact amount of EMD required to be submitted by bidders in the form of Bank Guarantee on GeM portal in the prescribed format. Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 days of bid opening. GeM recommends quantum of EMD @ 1% of estimated value of procurement. The Buyer also has the option to select EMD between 0.5% to 5%. The same should be valid for 45 days beyond the bid validity. Following categories of Sellers shall however, be exempted from furnishing EMD:

- i. Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration and through uploaded supporting documents.
- ii. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- iii. KVIC, ACASH , WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- v. Sellers/ Service Provider having annual turnover of Rs 500 Crore or more.
- vi. Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
- vii. Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.

- viii. Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
 - ix. Central / State PSUs.
 - x. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of EMD document while bidding.
- (n) EMD submitted by the bidder shall be forfeited, if the bidder:
- i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
 - iii. Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.
- (o) Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.
- (p) Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity whichever is earlier. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.
- (q) In case of RA, Start / Reference Price and Step Value of Decrement shall be indicated to the Bidders at the start of the auction. Any participating bidder can bid one or multiple Step Decrement lower than the prevailing Lowest Bid at that time.
- (r) The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value and last Bid Placed by him. Whenever a lower price bid is received in the closing moment i.e. within 15 minutes of existing end time of Reverse Auction, the end time of reverse auction shall be extended automatically by another 15 minutes. All participant sellers of that RA shall be notified by the GeM system about extension of time through email and/or SMS and they shall be allowed to submit revised bid under the RA. The same process shall be repeated, if there is

another lower bid received in the RA during last 15 minutes of RA.

(s) GeM / Buyer shall not have any liability to bidders for any interruption or delay in access to the GeM site / Reverse Auction link etc, irrespective of the cause.

(t) By creating a bid on GeM, the Buyer undertakes as under:

"I confirm that this tender document complies with the "Public Procurement (Preference to Make in India) Order, 2017, as amended from time to time" issued by DIPP and "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, as amended from time to time " issued by MoSME".

(u) **Bid to RA:** While creating bid on GeM, Buyer shall have the provision to select Bid to RA option. If this option is selected by the Buyer at the time of bid creation, Sellers would be required to submit their Technical and Commercial bids before bid closure. After completion of technical evaluation by the Buyer, 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, RA will be between both without any elimination.

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 SME preference is / are coming within price band of 15% of L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of L-1, then such SME / Make in India seller shall also be allowed to participate in the RA process. After the RA process, the award of contract(s) shall be made by the buyer keeping in view the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 and Public Procurement (Preference to Make-in-India) Order, 2017 last revised on 29.5.2019 as amended from time to time.

(v) In case any Seller / Service provider has been debarred in any particular Department / Organization, Buyers of that particular Department / Organization only shall have the right to disqualify

such Sellers / Service providers at the time of technical evaluation of Bids during the period of debarment, subject to the condition that orders of such debarment has been taken with approval of Competent Authority of that Department / Organization and has been communicated to the concerned Seller / Service Provider before bid opening date.

- (w) GeM is an end to end on-line procurement portal and not a tender publishing portal. GeM has detailed GTC, product / service specific STC and a rich ATC library in-built in the portal which can be used to create a comprehensive bid document. Based on the available terms and conditions, there is hardly any need to add any additional conditions to be attached with any GeM bid. However, for inclusion of some clause which is considered absolutely necessary for that particular bid for reasons to be explained in detail, a provision for inclusion of additional conditions in the bid through corrigendum is available in Request Management System. Only indispensable conditions that are not covered in and are not in conflict with GeM GTC, Product / Service STC and the standard ATC library, and which are in compliance with the Govt. orders on Public Procurement and are not restrictive and not against the core principals of transparency, fairness and efficiency enshrined in GeM, can be requested through RMS ATC request for making part of GeM bid through corrigendum. Each such request has to be made only after due approval of the Competent Authority in Buyer Organization confirming that the request has been made with the approval of the Competent Authority. Buyer organization shall be solely responsible for the impact of the requested clauses on the bidding process and its outcome. The clauses which are already covered in standard ATC library available on GeM Portal, will not be allowed through RMS.
- (x) Determination of eligibility in case of products requiring BIS License: In case the bid requires availability of BIS License, bidder has to upload currently valid and operative BIS License copy (Valid on the date of bid opening) to be considered eligible. Submitted BIS License may be in the name of Bidder / OEM or in the name of the Manufacturer to whom the OEM has outsourced manufacturing of his brand of product. The name of the Brand of the offered product should be mentioned in the BIS License. BIS certificate issued under Compulsory registration Scheme for electronic products to OEM/Brand owners for the products marketed under their brand name wherein their products are manufactured at third-party manufacturing unit is valid and is

allowed for participation in the bids floated on GeM. The Manufacturer's Authorization in all such cases wherein the manufacturing is done by a third party shall be issued by the Brand owner / OEM and not by the third-party manufacturing unit mentioned in the BIS certificate.

- (y) **Bid Splitting:** In case of critical / vital / safety / security nature of the item, and / or large quantity under procurement and / or urgent delivery requirements and / or inadequate vendor capacity, Buyer may decide to have more than one source of supply. In such cases Buyer may opt for Bid Splitting while creating the bid on GeM, clearly indicating the Bid Splitting ratio in which order will be split among L-1, L-2, L-3 etc as per ratio of splitting pre-disclosed in the bid . After technical and financial evaluation, before splitting the quantity, it should be ensured by the Buyer that the L1 price is reasonable. After deciding the acceptable reasonable price, L1 would be awarded contract for at least the first / highest percentage indicated in the bid splitting ratio. For the rest of the bid quantity, the L-1 rates / lowest accepted rate will be counter offered to the next higher quoting bidder(s) for price matching. On acceptance of the counter offer, the order will be placed on next higher quoting bidder(s) for the respective percentage. In case of non- acceptance of the counter offer by the next higher quoting bidder(s), a similar offer shall be made to L3 and L4, and so on. In case counter offered rates are not accepted for ratio of splitting quantity as per bid document by any of the subsequent bidders, the left over quantity will be divided between bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity.

5. Contract(s):

Following documents shall be construed to be part of the contract generated through GeM:

- i. Scope of supply including price as enumerated in the Contract Document.
- ii. General Terms and Conditions (GTC).
- iii. Product / Service specific Special Terms and Conditions (STC).
- iv. Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement)
- v. Bid / RA specific Additional Terms and Conditions (ATC).

The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

6. Prices:

- i. **Offer price on GeM portal:** The prices of the offered Goods or Services shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. The Seller can choose to offer Goods or Services with uniform all inclusive unit price for deliveries at locations across India on All India basis or for specified locations selected at the time of product listing. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading charges etc., shall be payable over and above the contract price. For selected freight intensive products, as notified on GeM, the Seller may quote unit price inclusive of GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In respect of items requiring installation and / or commissioning and other services (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM.

Once a Buyer carts a particular quantity of offered Goods / Service, during carting period as notified from time to time on GeM, rates for carted quantity, for that buyer, are frozen for the period as specified on the portal against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.

- ii. **Offer price in e-bidding:** Bidder is required to indicate offer price in the price schedule as provided in the bidding document. Complete breakup of price as required must be indicated. However evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC).
- iii. **Offer price in RA:** Bidder is required to indicate total offer price. Evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC). Successful bidder shall have to provide complete breakup of the quoted price in the required price bid format before award of contract.

7. Performance Security and Performance:

- i. *There shall be no Performance security / PBG requirement for contracts:*
 - a) *Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149;*
 - b) *Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Goods contracts); and*
 - c) *Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in*

case of Services contracts)

- ii. In case of contracts placed following e-Bidding / RA, Performance Security / Performance Bank Guarantee (PBG) (in format provided on GeM) valid for 2 months beyond the date of completion of all contractual obligations including warrantee obligations, will be obtained from the successful Bidder, for ensuring due performance of the contract. GeM recommends quantum of Performance Security @ 2% of the value of contract. The Buyer also has the option to select Performance Security between 2% to 10%. While finalizing e-Bid / RA, Buyer shall indicate the % of Performance Security required to be submitted by successful bidders. In case of any extension of contract obligation period, the seller shall be liable to suitably extend the validity of the Performance Security.

Such Performance Bank Guarantee, in prescribed format, from a scheduled commercial bank must be submitted by Seller to the Buyer within 15 days of award of contract on GeM. The payments to the seller shall become due only after receipt of Performance Bank Guarantee by the Buyer and verification of its genuineness.

If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

If the Seller duly performs and completes the contract in all respects the Buyer shall, refund the Performance Security to the Seller within 30 days of completion of all contractual obligations by the Seller.

8. Duties & Taxes:

- i. Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. In the case of Bid / RA, complete break-up of the quoted price in the required price bid format shall be furnished by the Bidder, before award of contract.
- ii. Statutory variation in the rate of GST, taking place between the date of award of contract and the original / refixed delivery period, shall be to the Buyer's account. For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before the Buyer providing documentary evidence of change in rate of GST taking place after the date of award of contract and the date of supply within the original / refixed delivery period. Buyer shall issue necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.
- iii. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

- iv. The Bill Form / On-line invoice shall be generated by the Seller which may inter-alia include the following confirmations from the Seller:
- a. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
 - b. Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
 - c. Certified that the Seller is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
 - d. The on-line bill form / invoice generated on GeM is not a replacement for the GST invoice. The proper GST invoice as per requirements of GST rules shall be sent by the seller to the buyer / consignee directly along with the Goods / Services as and when deliveries are made to the consignee.
- v. Seller shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal. In case the Input Tax Credit of GST is denied or demand is recovered from Buyer on account of any act/ omission of the Seller in this regard, the Seller shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Buyer shall have the right to recover such amount from any payments due to the Seller or from Performance Security, or any other legal recourse from the said Seller. If any tax is required to be paid by the Seller in pursuance of any demand from tax authorities, on account of Seller's suppression of facts, fraud or wilful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to Buyer through debit notes or Invoices or Supplementary Invoices and the seller shall be solely liable for payment of the same.

9. Integrity Pact:

All the Users in GeM i.e. Seller as well as Buyer agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

10. Guarantee And Warrantee:

- i. The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warrantee for one year period from the date of final acceptance by the consignee unless otherwise specified in category specifications, specific Bid/RA . Seller, at the time of listing their product on GeM portal or offering their products against any Bid / RA, may accordingly provide longer Guarantee/Warrantee period (i.e. more than 1 year) and in such case, Guarantee/Warrantee period stipulation made in category specifications / Bid / RA document, shall prevail over standard Guarantee / Warrantee period of 1 year stipulated in these General Terms and Conditions.
- ii. Notwithstanding the fact that the Buyer or its Quality Assurance Officer may have inspected and/or approved / accepted the said Goods, it is further guaranteed that if during the said guarantee / warrantee period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify and/or replace the Goods or such portion thereof as is found to be defective by the Buyer within 7 days. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained. In cases requiring Spares, the Seller guarantees that they will supply Spare Parts, if and when required on agreed basis for an agreed price for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified in STC / ATC). The agreed basis could be, including but without any limitation, an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost. The aforesaid provisions made specifically for Goods, shall also be applicable for Services to the extent the same are practically possible.

11. Buyer / Consignee's Right Of Rejection (Return Policy):

- i. The Goods delivered shall bear the self certified Manufacturer's/Seller's Warranty/Guaranty. Buyer / Consignee shall have the right to inspect the supplied Goods themselves and/or through their appointed agency at consignee's own cost, at Consignee's site(s) after receipt and accept or reject on proper justification any consignment of the Goods received within a period of 10 days (unless otherwise specified in STC or ATC) of receipt of consignment of goods. The date of receipt shall be reckoned from the date of receipt of the Goods as notified in the Provisional Receipt Certificate (PRC) which will be issued online by consignee immediately after receipt of Goods.
- ii. In case of Service contract, the Buyer reserves right to reject the same in conformance with the terms and conditions of the agreed Service Level Agreement

(SLA). However, such right to reject services offered by the Seller under the contract shall be exercised by the Buyer within 10 days (unless otherwise specified in STC or ATC) of the date of receipt of the Service. The date & time of start and completion of the Service, shall be indicated by the Seller while raising on-line invoice for a specified period of Service as per Service Level Agreement (SLA). The date of such invoice or the date of completion of the service, whichever is later shall be reckoned as date of receipt of the Service.

- iii. On Acceptance / Part Acceptance or Rejection of Goods / Services, Consignee will issue an on line 'Consignee's Receipt cum Acceptance Certificate' (CRAC), which will form the basis of Payments to the Seller.
- iv. No payment shall be made for rejected goods or services. After intimation of the rejection / part rejection by the Buyer/ Consignee, the Seller shall be liable to remove / lift back such rejected Goods within 10 days without any extra charge/cost to the Buyer / Consignee failing which suitable ground rent / warehousing charges would be payable by the Seller to the Buyer /Consignee.If the Seller fails to remove / lift back such rejected Goods within reasonable time period, the Buyer / Consignee shall have the right to dispose off such rejected goods at the risk and cost of the seller.

12. Payment Authority and Payment Terms:

Payments shall be made to the Seller in the manner below:

i. For Goods :

In case of goods, 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

ii. For Services:

In case of services, 100% payments on the basis of monthly (unless otherwise specified) bills will be paid within ten (10) days of issue of consignee receipt- cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

13. Terms of Delivery:

All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including loading/unloading. In respect of items requiring installation, commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same shall also be included in the offer price.

14. Delivery Period

Seller shall indicate the quantity which can be supplied over the specified time period(s). The Seller would offer these details, which would constitute the part of the awarded Contract(s) in the GeM and would make a binding Contract between the Seller & the Buyer. Any modification thereto shall be mutually agreed and incorporated in the Contract. This Delivery Period/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s).

15. Extension of Delivery Period and Liquidated Damages:

Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:

- i. The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Buyer / Consignee.
- ii. For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter for the extended period.No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s). Nevertheless the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- iii. **Liquidated Damages:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.
- iv. **Force Majeure Conditions :**

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as

soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding **10 days**, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

16. DISPUTE RESOLUTION BETWEEN THE BUYER AND THE SELLER / SERVICE PROVIDER

16.1 AMICABLE SETTLEMENT:

- i. The Parties (i.e., the Buyer and the Seller/ Service Provider) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any Party may have in law or in equity.
- ii. In the event of any conflict or dispute arising out of or in connection with the Contract placed through GeM, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall then be referred to Arbitration.

16.2 ARBITRATION:

In the event of any conflict / dispute arising out of or in connection with the Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The procedure for appointment of the Arbitral Tribunal shall be as follows.

- i. In cases where the total value of the Contract is less than INR 1,00,00,000/- (Indian Rupees One Crore only) the same shall be referred to a sole arbitrator mutually appointed by both the Parties.
- ii. Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupees One Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30 (thirty) days from their nomination, appoint a third arbitrator i.e., the Presiding Arbitrator.

- iii. In case of failure to appoint the Presiding Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principal place of business of the Buyer department/ organization is located) to appoint the Presiding Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date).
 - iv. The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.
 - v. The cost of the Arbitration shall be equally borne by both the Parties.
 - vi. The award of the arbitrator shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at the place where the principal place of business of the Buyer department / organization is located.
 - vii. The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.
- 16.3** Both the Parties understand and agree that GeM being an Intermediary cannot be made a party to any dispute in connection with or arising out of the Contract and/or the arbitration proceedings between the Parties

17. Laws Governing the Contract:

- i. The contract shall be governed by the laws of India for the time being in force.
- ii. Irrespective of the place of delivery, the place of performance or the place of payment under the contract, the contract shall be deemed to have been made at the registered address of the Buyer and / or Primary Buyer.
- iii. Jurisdiction of Courts: The courts of the place from where the contract has been made shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- iv. GeM SPV would not be a party to any such litigation.
- v. In case any Seller / Service provider makes GeM a party / respondent in any case involving any dispute between Buyer and Seller arising out of a concluded contract or arising out of bidding process initiated / concluded by the Buyer on GeM, it would be obligatory on the part of the Buyer to represent GeM also through their Counsel / Lawyer in the proceedings before the legal authority and ensure timely filing of replies / affidavits etc provided by GeM also through their Counsel / Lawyer before the concerned legal authority during the course of litigation. A standard reply on behalf of GeM, covering following aspects shall be incorporated in all replies / affidavits filed by the Buyer in such cases:

“Government e-Marketplace is a National Public Procurement Portal; an end-to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. Prima facie, the dispute in the present case appears to be between the Buyer and Seller arising out a contract placed / bid created by the Buyer on Government e-Marketplace. As per Clause 16, Clause 17 and Clause 22 of the General Terms and Conditions of Government e-Marketplace (duly accepted by the Buyer and Seller), GeM is not to be made a party to any dispute between the Buyer and the Seller. As such Government e-Marketplace is liable to be deleted from the array of parties.

In light of the above, we request your goodself to kindly delete Government e-Marketplace from the array of parties.”

18. Limitation of Liability:

Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party’s intellectual property rights, or from a breach by either party of its obligation. In no event will either party’s aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered into the Contract between Buyer and Seller.

19. Termination for Default:

If the Seller does not perform its obligations within the Delivery Period/Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as downgrading the Seller’s rating or debarment from the GeM for specified period as decided by GeM on merits.

20. Closure of Transaction:

After satisfactory completion of all the obligations under the Contract and release of payments for the goods / services, the transaction shall be treated as closed.

21. Grounds for Administrative Action

(i) Administrative actions may be taken by GeM against the Buyer or the Seller either suo-moto on the basis of the platform mechanisms identified through analytics or on the basis of a complaint or report made to GeM by any stakeholders or any third party information or upon Court order, inter –alia, for non-adherence to the GeM Website Policies including Terms and Conditions and the Incident Management Policy published on the GeM Website.

(ii) The Seller would be liable for administrative actions such as suspension / debarment / removal from GeM, if they fail to abide by any of the Website Policies including the terms & conditions stipulated in this document and/or on anyone or more of the following grounds:

- (a) Listing the products/services not in the relevant categories and/or listing the same with vague/conflicting product specifications/details and irrelevant product photographs.
 - (b) Offering Goods / Services without having proper authorization
 - (c) Supplies goods of inferior/ substandard quality
 - (d) Supplies or offers to supply refurbished or counterfeit or fake products
 - (e) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid;
 - (f) Seller furnishes inaccurate, false, misleading or forged or fails to furnish any information / documents, within the prescribed time limits, to GeM or to a Buyer, including during e-Bidding/RA process;
 - (g) Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions;
 - (h) Fails to update GeM about any change in information furnished within the prescribed time limits;
 - (i) Executes services without conforming to requirement given in Service Level Agreement (SLA);
 - (j) Fails to execute an order/ contract or fail to execute it satisfactorily
 - (k) Is declared bankrupt or insolvent;
 - (l) Fails to produce the requisite documents/ information during the course of inspection / assessment at any stage;
 - (m) Performs any activity which is listed as prohibited activities on GeM.
 - (n) On any other ground for which, in the opinion of GeM, the retention of the seller or any of its offered product in GeM is not in Public Interest.
 - (o) The grounds mentioned above are illustrative only. Users are also advised to read the list of prohibited activities published on the website.
- (iii) Notwithstanding anything contained in the GTC, GeM reserves the right to cancel or annul the registration of any Seller or remove any of the Good/Services listed by a Seller on the GeM Website to comply with

- any provision of the Applicable Laws and / or Court Orders.
- (iv) GeM may take an administrative action in terms of the GeM Website Policies against a Buyer which may include reporting of any breach or misconduct to the Buyer Primary User and/or to the competent authority and GeM reserves the right to review the rating of such Buyer, and / or block Buyer's account for such time as considered appropriate by GeM.
 - (v) The Seller and the Buyer understands that the grounds for administrative action as provided under the Contract are only indicative and additional grounds may be provided under the GeM Website Policies including the Incident Management policy. The Seller / Buyer warrants to abide by all additional grounds as may be specified by GeM in the GeM Website Policies from time to time.

22. Role of Government E- Marketplace - Gem SPV

Government e-Marketplace – GeM SPV is the owner of the GeM portal which monitors and supervises all the business transactions on the portal. The role and responsibilities of the company are as under:

- 22.1** To develop, operate and maintain technology driven e-marketplace, through a Managed Service Provider (MSP), to be used by government agencies for procurement of various goods and services in a transparent and efficient manner.
- 22.2** Overall supervision and monitoring of GeM portal operations, policy management, finalization and implementation of various business processes and work flows in adherence with the applicable law and executive orders issued from time to time . To provide tools for on-line Bidding, on-line Reverse Auction and Business Analytics Tools on GeM.
- 22.3** To work continuously for improvements in the Business Processes and Work Flows for various activities / functions on GeM based on feedback from various stakeholders to enhance transparency, efficiency, competitiveness, equality, economy in procurement of goods and services by government agencies.
- 22.4** To finalize General Terms and Conditions for sale and purchase of Goods and Services on GeM, Product / Service Specific Special Terms and Conditions, Special Terms and Conditions for Bunching of Goods / Services, Bid Specific Special Conditions, Project Specific Special Conditions etc.
- 22.5** To finalize, upload and approve Technical Specification Frameworks for various item / service categories on GeM and to monitor conformity of offered products to the larger framework so finalized and uploaded.
- 22.6** To decide addition / deletion of any of the offered product(s)/Product category (ies) and their framework of technical parameters on GeM.
- 22.7** To work and co-ordinate with different Organizations/Departments / Agencies for integration of their Databases with the GeM portal on real time basis for the purpose of verification/authentication of data entries made by stakeholders.

- 22.8 To offer and manage Demand Aggregation services for identified categories across buyers with assured reasonability of price, recommending for placement of orders by individual buyers
- 22.9 To co-ordinate with MSP for conducting workshops for the various Stakeholders in capacity building and in change management associated with the implementation of technology enabled procurement process.
- 22.10 To monitor MSP that the Buyers, Sellers and Service Providers are being assisted properly by them to onboard their goods and services on the GeM platform.
- 22.11 To identify and offer services of 3rd parties for Vendor Assessment relating to technical, financial capacity, past experience of sellers including manufacturing / testing facilities / quality control arrangement(s) of manufacturing premises and/or any of the premises related to manufacturing process of products / services offered by the seller / service provider on GeM.
- 22.12 To identify and offer services of 3rd parties for testing and certifying the quality of the product offered/ supplied, through documents, test reports/ certificates, testing at any independent lab or through inspection/testing by its authorized representative/s at firm's premises or at user's premises, that buyer choose to use.
- 22.13 Overall monitoring and management of Call Centre/Help desk operations being provided by the MSP.
- 22.14 Removal / debarring the Sellers/Buyers and Goods / services in GeM.
- 22.15 Management of complaints and their redressal mechanism in GeM (not disputes related to concluded contracts).
- 22.16 To identify, integrate and manage MoUs with verifying, certifying and validating entities across government(s) and also professional agencies to reinforce the online paperless, contactless and cashless system on GeM.
- 22.17 To issue Notices, Circulars, News, Flashes, Updates etc in GeM
- 22.18 Reporting and MIS mechanism in GeM
- 22.19 Any other related activities in the GeM
- 22.20 In exceptional circumstances, for ensuring propriety of procurement processes or to obviate possible misuse of GeM functionalities, GeM SPV as GeM Admin may keep any Bidding / RA process on hold for some time as considered appropriate.
- 22.21 To take approved User Charges from Buyers and Sellers for the various transactions on the GeM portal as decided and notified on the GeM portal.

23. Miscellaneous Provisions

- 23.1 Assignment:** Users understand and agree that the GTC, STC and ATC provisions, rights and obligations granted by GeM are non- transferrable or assignable by the User to any third party, without the prior written consent of GeM.

If same is permitted by GeM, all the conditions, rights and obligations of the GTC or any on-going STC/ATC shall also be binding upon such third party assignee besides the User.

23.2 Indemnification: The Seller shall at all time indemnify Buyer against all suits and claims which may be made in respect of the goods/services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim and suit in respect of alleged breach of patent, registered designs or trade-mark being made against the Buyer, the Buyer shall notify the Seller/ Service Provider of the same who shall at its own expense either settle any such dispute or conduct and litigation that may arise there from.

Buyers and Sellers agree to indemnify, defend and hold harmless GeM, its officials, Managed Service Provider (herein after individually and collectively referred to as "indemnified parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the indemnified parties that arise out of, result from, or in connection with

- 23.2.1 Breach of the contract(s); or
- 23.2.2 Any claims made by any third party due to, or arising out of, or in connection with, use of the Website; or
- 23.2.3 Any claim made by any third party regarding content/ information or materials provided by Seller cause any damage to a third party; or arising out of, or in connection with, use of the Website.
- 23.2.4 Violation of any intellectual property rights or any other rights.

Once GeM notifies the Buyer/ Seller of such claims, they shall defend and indemnify GeM for the same. Further, in no case they shall compromise or settle any claim or admit any liability on the part of GeM without the express or prior written consent of GeM which can be withheld or denied or modified by GeM in its sole discretion or as per the Applicable Laws.

23.3 Severability: If due to any change in Applicable laws, certain part of the GTC or any applicable STC or any provisions of the GeM policies or portions thereof, becomes unenforceable, the remaining provisions shall continue in full force and effect so as to give effect to the intent of the parties.

23.4 Website Terms and Policies Updation: Buyers and Sellers are advised to check the website terms and conditions as well as policies such as Privacy Policy and the Website Disclaimer at all times, as GeM may update the Website and such terms from time to time.

23.5 List of Prohibitive Activities (Suggestive And Non-Exhaustive):

LIST OF PROHIBITIVE ACTIVITIES: The following is an indicative list of prohibitive activities which the Buyers and the Sellers registered on GeM platform shall not perform on the GeM platform. A breach of any of the prohibited activities shall give the right to GeM under the Applicable Laws or in terms of these GTC or the GeM Website Policies to take administrative action which may include partial or permanent disabling of account on GeM Website, debarment etc. Additionally, GeM may remove any non-compliant information and reserves the right to preserve and share with the appropriate authority such information and associated records for investigation purposes. The Buyer and the Seller understand that this list is only indicative and additional activities may be prohibited under the GeM Website Policies. The Buyers and the Sellers shall undertake to provide their full support that may be required by GeM for removal and disabling of the non compliant information. The prohibited activities include:

- (i) Indulging in cyber crime or other criminal activities which can become a threat to GeM, GeM Website, to the Government of India or to any State Government or Government Agency.
- (ii) Advertising, exhibiting, representing, publishing, pronouncing, listing, delivering, offering to sell or selling any kind of Goods/Services which can cause any kind of infringement or disparagement of intellectual property rights.
- (iii) Selling refurbished, counterfeit and/or fake Goods / Services under a brand or misusing others brand name.
- (iv) Offering to sell or selling above the MRP any Goods or misrepresenting the MRP.
- (v) Delivering some other Goods or Services instead of the Goods or Services Contracted for or delivering empty parcels or used Goods in breach of the terms of the Contract.
- (vi) Offering to sell or selling freebies which are 'Not for sale' Goods.
- (vii) Listing of the Goods on GeM Website without authorization to sell Goods manufactured by the OEM in open market or without proper authorisation, if any required, for providing the Service.
- (viii) Listing of the Goods or Services is done on GeM Website without guarantee/warranty or without a genuine guarantee/warranty.
- (ix) Listing of the Goods or Services in irrelevant or inappropriate categories or with vague or conflicting specifications or description (including descriptive or pictorial description).

- (x) The Buyer /Seller registering on GeM and/or offering or buying the Goods and/or Services and/or participating in e-bidding/reverse auction on GeM, without the requisite authorization to enter into contract on behalf of the concerned legal entity. Failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.
- (xi) If any Seller has been debarred from GeM then such Seller or their authorized sellers shall also not be permitted to register and offer/sell their products on GeM and / or participate in Bids / RA on GeM.
- (xii) Using GeM prices for making procurement outside GeM Portal.
- (xiii) Splitting of demands by creating multiple Bids/RAs of same goods / services or making repeated procurements of same goods/services through Direct Purchase / L-1 buying as per rule 149(i) and 9(ii) of GFR- 2017.
- (xiv) Uploading goods / services containing information that —
 - (a) belongs to another person and to which the user does not have any right to;
 - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - (c) harm minors in any way;
 - (d) infringes any patent, trademark, copyright or other proprietary rights;
 - (e) violates any law for the time being in force;
 - (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (g) impersonate another person;
 - (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (xv) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- (xvi) Achieving or trying to achieve illegal access to features on GeM Website not specifically authorised or exceeding the scope of authorized access to or other features of the GeM Website;

- (xvii) Obstructing or causing GeM to lose (in whole or in part) the services provided by any internet service provider ("ISPs") or carrying out any cyber security incident;
- (xviii) Sending unsolicited emails, bulk messaging, auto messaging, junk email, spam and like.

24. Incident management Policy on GeM: GeM is a trust based system and self-declaration is the key, along with a strong automated process to penalize any deviant behaviour on part of Sellers / Buyers. For this purpose, deviations from the terms and conditions of procurement on GeM, including general terms and conditions, special and additional terms and conditions and any other relevant Government rules and guidelines, are termed as "deviation". A deviation can occur while listing the products on GeM, at pre-contract stage, during bidding or at post contract stage on GeM. The mechanism for reporting and initiating action on such deviation has been detailed in the Incident Management Policy available on GeM portal under Resources. All stake holders of GeM shall be bound by the actions as detailed in the Incident Management Policy.

All administrative actions under this Incident management Policy, taken by GeM against any of the stakeholders shall not cause any limitation on the legal and/or contractual remedies including any financial recoveries, available to Buyers/Sellers under the Terms and Conditions of contract and/or GeM policies. In case the Buyer / Seller choose to pursue any of these remedies, GeM shall not be made party to such proceedings / remedial actions taken by Buyer/Seller under the contractual provisions.

25. Use of Aadhaar Number in GeM: Purpose of the Aadhaar authentication in GeM is to identify the user using eKYC. GeM has provisioned the option for Sellers and Buyers to provide virtual Aadhaar ID instead Aadhaar number. GeM receives First Name, Last Name, Mobile Number, Email ID, DOB and Gender details. It is used to link the mobile number with the user who is registering on GeM; on which subsequently OTP is sent for achieving the property of non-repudiation in different artefacts / documents generated on GeM. GeM has provisioned an alternative Identity Information option through PAN based verification to Sellers.

26. Compliance of Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India

- I. 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.
- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established, or registered in such a country; or
- b. A subsidiary of an entity incorporated, established, or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of

or

entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control

or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

Clause 27: Caution Money Deposit:

(i) All sellers on GeM are required to deposit a one-time amount as under as caution money:

- a) Seller Turnover less than 1 Crore: Rs 5,000/-
- b) Seller Turn over > 1 Crore but < 10 Crore: Rs 10,000/-
- c) Seller Turn over > 10 Crore: Rs 25,000/-

(ii) The above caution money shall remain at the disposal of GeM SPV. This can be forfeited in part or in full (as per approval of CEO (GeM)) in following circumstances:

- a) Seller rejects or does not accept any Direct Purchase / L-1 Purchase order within defined timelines leading to order auto cancellation.
- b) Failure of the seller in executing any GeM contract or if the Seller fails or neglects to observe or perform any of his obligations under the contract (applicable only in respect of contracts that did not have provision of Performance Security / PBG).
- c) Withdraws any bid submitted on GeM within the period of validity of the bid.
- d) Fails to furnish requisite performance security / PBG as per GeM e-bid / RA conditions.

(iii) In case the Caution Money of any seller is forfeited in full or part and his caution money deposit goes below the threshold indicated in para 1 above, the seller account shall be put on hold till the seller re-coups the caution Money account to required value. Seller's stock will become zero for all categories and seller will not be allowed to update anything till the caution money is topped up to minimum required amount.

(iv) Forfeiture of caution money as per above shall be over and above any other actions taken against such sellers as per GeM Incident Management Policy and shall be without any prejudice to the rights and remedies available to GeM and / or Buyer as per provisions of the relevant contracts.

Clause 28: CMS 3.0 and OEM - Reseller responsibility matrix:

GeM has implemented enhanced Catalogue Management System (CMS 3.0) on GeM Portal. The Primary Objective of CMS 3.0 is to offer higher level of ownership & accountability to OEMs & its approved Resellers while maintaining Efficiency, Transparency & Inclusiveness of GeM. Complete and detailed Obligations and Privileges matrix of the different stakeholders in different quadrants is given in CMS document available on GeM Portal and OEMs and Resellers are bound to operate on GeM in compliance with the CMS document as updated from time to time.

1) CMS Quadrant 1 (CMS Q1): Product offers in categories under Q1 will be solely offered by GeM validated OEMs. OEM shall be exclusively responsible for maintaining currency and sanity of catalogue and its offer in the Market Place. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of offers including Warranty and After Sales Service obligations.

2) CMS Quadrant 2 (CMS Q2): OEMs as well as pre-Authorized Resellers can offer products in Q2. OEMs shall operate Market Place subject to providing its complete list of Open market authorized sellers along with formal commitment to list and maintain all appropriate and current Product Catalogue for pairing by its Resellers. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of catalogues including Warranty and After Sales Service obligations. Authorize Resellers shall be responsible for Pairing their offer with the already existing Product Catalogue created by the OEM. However, resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.

3) CMS Quadrant 3 (CMS Q3): Catalogue creation in categories under Q3 can be from OEMs and/or their Authorized Resellers concurrently. In case OEM has not created Product Catalogue, Authorized Resellers of OEMs are also permitted to do the same. However, OEM (when registered on GeM and taken OEM Dashboard) shall be responsible for Validating & verifying the Catalogue uploaded by Reseller, Maintaining the Catalogue by adding/updating the Specifications, MRP etc. specific to catalogue. OEM shall also assume all responsibility and legal liability for sanity and quality of offers including Warranty and After Sales Service obligations. However, resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.

4) CMS Quadrant 4 (CMS Q4): Catalogue creation in categories under Q4 can be done by OEMs as well as by any Reseller also. However, OEM (when registered on GeM and taken OEM Dashboard) shall be responsible for Validating & verifying the Catalogue uploaded by Reseller, Maintaining the Catalogue by adding/updating the Specifications, MRP etc. specific to catalogue. However, there is no requirement of any endorsement or authorization of the reseller by the OEM. Resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same. Reseller will also be responsible for providing Replacement Warranty in case of Q4 products and Buyer shall not be required to take up with OEM for any warranty claims.

5) CMS (Special Category) : The Special Category is a specialized segment outside the four quadrants for select few categories that require a customized behavior such as Self-Help Groups (SHG) categories.

In Q3 and Q4, in case of re-sellers, if the reseller has not been approved as an authorized re-seller by the OEM on GeM, the re-seller is required to give an undertaking as under while uploading the product, while accepting any order and while participating in any bid:

“I hereby undertake that I have made arrangements for getting the stores from authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, I will provide necessary chain documents to prove that the supplied goods are genuine and are being sourced from authorized distributor / dealer / channel partner of the OEM. In case of any complaint from the Buyer / Consignee about genuineness of the supplied products, I shall be responsible for providing genuine replacement supplies.”

By uploading any product on GeM or accepting any order on GeM or by participating in any bid on GeM, the re-seller is deemed to have given above undertaking and is liable for compliance of the same.

Further in view of the on-line verification of Seller credentials by the OEM on GeM platform, there is no need for Buyer to ask for or insist on furnishing of OEM authorization in bids in respect of “OEM verified Catalogue” offered by "OEM Verified Reseller". OEM authorization is also not required to be sought and checked by Buyers in case of bids for products in Q1 or Q2.

Clause 29: One Bid per Bidder

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- a) individual or proprietorship format and/or
- b) a partnership or association of persons format and/or
- c) a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - a) more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - b) is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - c) holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Earnest Money Deposit for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

***** **END OF DOCUMENT** *****

SERVICE STC

SPECIAL TERMS AND CONDITIONS FOR SECURITY MANPOWER SERVICE

1. Preamble

A. All Security Man Power Service contracts placed through GeM shall be governed by following set of Terms and Conditions:

- (i) General terms and conditions for Goods and Services;**
- (ii) Service STC contained in this document;**
- (iii) BID / Reverse Auction specific ATC**

B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service STC which supersede GTC – only in case of any conflicting provisions.

C. The above set of conditions along with Scope of service including price as enumerated in the Contract Document shall be construed to be part of the contract.

D. This document represents a Special Terms and Conditions (“STC”) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder’s obligation and terms and conditions of all services covered as mutually understood by the stakeholders.

2. STAKEHOLDERS

The main stakeholders associated with this STC are:

- i. Buyer**
- ii. Service Provider**

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses Service Level Agreement/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the document.

The objective of SLA is to ensure that proper elements and commitments are defined to provide consistent delivery of service to buyer by service provider. The goals of the SLA are to Provide clear reference to service ownership, accountability, roles and/or responsibilities Present a clear, concise and measurable description of service provision to the customer and Establish Terms and Conditions for all the involved stakeholders and ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

3. Scope of Service

The purpose of this service is to facilitate implementation of Security Measures at the Buyer’s premises. The service provider would provide required equipment and personnel for the mentioned shifts as per the requirements of the buyer

3.1. The following indicate the different roles in the security services for which hiring can be done and the qualifications and experience required for the service persons .Buyer organizations are required to indicate number of working days in a week such as 5 ,6 or 7 and event based .The contract start and end date is to be indicated along with number of service days in a month and minimum wages per shift inclusive of E PF ESI and Administration charges etc

Roles	Desired Qualifications	Responsibilities
Security Consultant	<p>Should be in a position to organize the security force, suggest improvement in all matters of policy in respect of security as an adviser.</p> <p>Should be in a position to analyze security needs, identify possible security threats, establishing necessary security parameters; and deciding on the best security measures available and organizing the security force. Should also be having knowledge regarding fire fighting operations</p> <p>Minimum Experience of 5 years</p> <p>Should be minimum a Graduate</p> <p>Should have knowledge of security related matters ,industrial safety ,fire fighting and allied functions</p> <p>Should be able to exercise command and control over the security personal deployed</p>	<p>Overall responsible for all security, vigilance, Firefighting activities and related documentation</p> <p>Establishing security protocols and policies, as well as designing security plans to protect the client's assets,</p> <p>Creating a set of rules and security standards; designing policies to protect the client's interests,</p> <p>Implementing security measures, providing technical supervision and advice as required.</p> <p>Availability shall be as per needs and mutually decided by the organization hiring consultant</p> <p>Should be required to carry out supervision of all security related activities in the organization as well as advice and assist security guards and other security related persons in carrying out their duties</p>
Security Supervisor	<p>Physical standards and medical fitness as per PSRA Act and Rules</p> <p>Should be minimum 12th Pass</p> <p>Should have knowledge of English, Hindi & Local Language</p> <p>Experience of 5 years</p> <p>Should be a retired JCO or Equivalent from Army, Navy ,IAF, Paramilitary Forces, Central Police Forces</p> <p>Should have knowledge of security related matters ,industrial safety and allied functions</p> <p>Should be able to exercise command and control over the security personal deployed</p>	<p>should be able to carry out or supervise protocol activities of receiving, escorting, seeing VIPs to and to liaise with police and other investigating agencies as and when required</p> <p>Should be available in general shift on All working days</p> <p>Should be required to carry out supervision of all security related activities in the organization as well as advice and assist security guards and other security related persons in carrying out their duties</p>
EX Service Man Security Supervisor	<p>Physical standards and medical fitness as per PSRA Act and Rules</p> <p>Should be minimum 12th Pass</p> <p>Should have knowledge of English, Hindi & Local Language</p> <p>Experience of 5 years</p> <p>Should have a valid gun license</p> <p>Should have knowledge of Security related matters</p> <p>Good physique and personality</p>	<p>should be able to carry out or supervise protocol activities of receiving, escorting, seeing VIPs to and to liaise with police and other investigating agencies as and when required</p> <p>Should be available in general shift on All working days</p> <p>Working shifts round the clock.</p> <p>Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.</p>
Armed Security Guard Male	<p>fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules</p> <p>Minimum 10th pass</p> <p>Should have knowledge of Hindi or English and local language</p> <p>Minimum Experience 3years</p> <p>Should have a valid gun license</p> <p>Should have knowledge of Security related matters</p> <p>Good physique and personality</p>	<p>The duties of a private security guard are to provide private security to another person or property or both,</p> <p>To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.</p> <p>To bring to the notice of his supervisor the violation of any law noticed by him during the course of discharge of his duties.</p> <p>Working shifts round the clock.</p> <p>Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.</p>
Armed Security Guard Female	<p>fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules</p> <p>Minimum 10th pass</p> <p>Should have knowledge of Hindi or English and local language</p> <p>Minimum Experience 3 years</p> <p>Should be a retired NCO or other rank from Army, Navy, Air Force ,Paramilitary forces or Central Police Forces</p>	<p>To provide private security to another person or property or both,</p> <p>To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.</p> <p>To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties</p> <p>Work in shifts round the clock</p>

Ex-Service Man Armed Security Guard	<i>Should have valid gun licence</i>	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
	Should have knowledge of security related matters ,industrial safety and allied functions	To provide private security to another person or property or both,
	Good physique and personality	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.
	fulfilling requirements of Physical standards and medical fitness as per PSRA Act and Rules	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
	Should be minimum 10 th Pass	
	Should have knowledge of Hindi or English and local language	
Ex-Service Man unarmed security Guard	Experience of 3 years	Working shifts round the clock
	Should be a retired NCO or other rank from Army, Navy, Air Force ,Paramilitary forces or Central Police Forces or State Police Forces	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
	Should have knowledge of security related matters ,industrial safety and allied functions	To provide private security to another person or property or both,
	Good physique and personality	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.
	fulfilling requirements of Physical standards and medical fitness as per PSRA Act and Rules	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
	Should be minimum 10 th Pass	
Un Armed Male Security Guard	Should have knowledge of Hindi or English and local language	Working shifts round the clock.
	Experience of 3 years	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
	Should have knowledge of Security related matters, industrial safety and allied Functions	To provide private security to another person or property or both,
	Preference will be given to a person who has served in police and Home Guards	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed.
	Minimum 10 th pass	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
	Should have knowledge of Hindi or English and local language	Should be available on all working days. However it should be ensured that they are given weekly offs and shifts are rotated
Un Armed Lady Security Guard	Good physique and personality	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	To provide private security to another person or property or both,
	Minimum Experience 3 years	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed.
	Should have knowledge of Security related matters, industrial safety and allied Functions	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
	Preference will be given to a person who has served in police and Home Guards	
	Minimum 10 th pass	
Baggage Inspector	Should have knowledge of Hindi or English and local language	Work in shifts round the clock
	Good physique and personality	To undertake screening of bag or packages and articles being brought in to the premises
	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed
	Minimum Experience 3 year	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
	Should have knowledge about Baggage screening procedures and experience using baggage screening equipments.	
	Fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	
Baggage Inspector	Minimum 12 th pass	
	Should have knowledge of Hindi or English and local language	
	Minimum experience 1 year	
Baggage Inspector	Back ground and experience of firefighting ,fire safety and handling emergency management	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties

Fire Guard	Minimum 10 th pass	Work in shifts round the clock
	Should have knowledge of Hindi or English and local language	
CCTV Operator	Minimum experience 1 year	Overall responsible for all operations related to firefighting , conforming to fire safety regulations ,checking preparedness of premises for fire fighting ,vigilance including maintenance of documents
	Fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	
	Back ground of surveillance and monitoring through CCTV systems	
	Knowledge of security procedures and protocols	Work in shifts round the clock
	Minimum 12 th pass	
CCTV Operator	Should have knowledge of Hindi or English and local language	overall responsible for all CCTV surveillance security ,vigilance including maintenance of documents related to CCTV operations
	Minimum experience 3 years with a valid license	
	He/ She should be in possession of a suitable weapon with valid license	
	He/she should be adept in the use of fire arms, identification of different types of arms in use in public and Police, Use of security equipment and devices ,identification of explosive devices communication equipment ,unarmed combat and in administering first aid	PSOs should be physically and mentally alert and willing to take risks
PSO	Good physique and personality	He/she should be adept in the use of fire arms, communication equipment ,unarmed combat and in administering first aid
	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	
PSO	Minimum 10 th pass	Work in shifts round the clock
	Should have knowledge of Hindi or English and local language	
	Minimum experience 3 years	
	He/ She should be in possession of a suitable weapon with valid license	
	He/she should have good driving skills and a valid driving license	
	Should have Back ground of surveillance and monitoring, defensive driving He/she should be adept in the use of fire arms, identification of different types of arms in use in public and Police, Use of security equipment and devices , identification of explosive devices, Expertise in communication equipment ,unarmed combat and in administering first aid	PSOs should be physically and mentally alert and willing to take risks He/she should be adept in the use of fire arms, communication equipment ,unarmed combat and in administering first aid
PSO cum Driver	Good physique and personality	
	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	Work in shifts round the clock
	Minimum 10 th pass	
	Should have knowledge of Hindi or English and local language	
PSO cum Driver	Valid driving license	
	Minimum driving experience 3 years	
	Basic computer knowledge is preferred	
	Should have knowledge of Security related matters, industrial safety and allied	
	Functions	
	Preference to a person who has served as a member in Army ,Navy, Air force and any other armed forces and Paramilitary forces of the Union ,Police and Home Guards	Work in shifts rounds the clock
		Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc and work in the reception also maintaining registers etc
Guard cum Receptionist	Good physique and personality	
	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	Overall responsible for all security, vigilance including maintenance of documents
	Minimum 10 th pass	
	Should have knowledge of Hindi or English and local language	
Guard cum Receptionist	Minimum Experience 3years	

Guard Cum Driver	Should have knowledge of Security related matters, industrial safety and allied	Work in shifts round the clock
	Functions	
	He/she should have good driving skills and a valid driving license	Should be a skilled driver
	Good physique and personality	
	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	Should carry out functions of guard for the property or premises at times not performing function of driving vehicle
	Minimum 10 th pass	
	Should have knowledge of Hindi or English and local language	
	Minimum driving experience 3 years	
	Should have knowledge of Security related matters, industrial safety, crowd control and allied Functions	
	Preference to a person who has served as a member in Army ,Navy, Air force and any other armed forces and Paramilitary forces of the Union ,Police and Home Guards	Will patrol the whole campus for normal function.
Security Marshal(Bouncer)	Good physique and personality	Track any suspicious activity on the Field.
	fulfilling requirements of physical standards and medical fitness as per PSRA Act and Rules	
	Minimum 10 th pass	If a person is acting in a dangerous or Unseemly manner, the marshal's job is to warn that person and, if needed, eject them from the venue.
	Should have knowledge of Hindi or English and local language	
	Minimum Experience 3years	

• **Additional responsibilities**

In addition to roles and responsibilities indicated above following shall also be part of responsibilities of security man power.

- (i). To Provide Security services for protection of life,. Security against theft, pilferage, fire etc for man and material in the premises .
- (ii) Physical guarding of entry/exit points, Responsible for frisking/checking of the visitors during office hours and after , Screening /Directing of visitors .Visitor management in common and during special occasions .Guiding visitors to the concerned officials/occupants, regulating entry . Control the access of persons/vehicles in to and out of the complex and regulating entry of unwanted visitors/sales man and maintenance of visitor register.
- (iii) Checking of gate passes , allowing the entry and exit of material and regulating the entry and exit of vehicles accordingly. Records of the inwards and outwards movement of men and material's ,vehicles etc to be maintained with proper checking as per instructions given from time to time by the buyer organization.
- (iv) Patrolling and guarding various common areas and surroundings to ensure adequate safety and security. Preventing entry of stray animals like cow, dogs etc. Round the clock patrolling of sites .Ensuring that boom barriers and access control systems are monitored and are in operational condition.
- (v) Assisting the occupants during emergency evacuation of building .Effective involvement during the crisis management like accidents and bomb threats .Involve in frequent drills for preparation for emergencies. Handling of disaster management in case of emergencies and disasters
- (vi) Rescue operation of passengers if stranded in lifts, Help occupants in any accidents or medical emergencies. Handling situation in case of fire
- (vii) Liaison with appropriate agencies in case of disaster and emergencies and keep excellent liaison and contact with all such agencies
- (viii) Lodging of Complaints/FIR in case of any crime or violence and assist the police and other security agencies in their investigation in any related matter.

Any other responsibility in connection with performance of the roles specified though not specifically covered above shall also be considered as part of the responsibilities of the security man power .

4. Terms and Conditions

4.1. Buyers obligations

- (i) The Buyer Department will give basic training/familiarization of the Security services required to be done by the personnel to be deployed by the Service Provider under the contract for 2 to 3 days in premises and this period will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract.
- (ii) Buyer organization shall provide necessary infrastructure, Equipments such as X ray baggage screening if such screening is involved , furniture etc for the security personnel to carry out their functions .However uniform, torches, lathi Arms, badges shall be provided by service provider
- (iii) Deployment of security man power shall be with the concurrence of nominated official of buyer organization and nominated official shall be responsible for close co ordination with the service provider and shall monitor the activities performed by the service provider persons and will be responsible for its optimum utilization.
- (iv) Buyer may calculate their requirement of resources based on 8 hours per shift. Example: For hiring security personnel for a month (30 Service Days) to offer the services for 24 hours on a 3 shift basis, the required number of resources would be 90 personnel for the month.

(v) Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

4.2. Service Provider Obligations

(a) **Employment of man power by service provider:** (i) Service provider providing the security services shall not employ or engage any person unless he or she is a citizen of India or a citizen of such other country as permitted to be employed in terms of Government rules and regulations in force .

(ii) Service provider shall employ only man power who has completed eighteen years of age and not above 65 years of age .Security agency shall only employ man power who satisfied the service provider about his character and antecedents and has completed the prescribed security training .Service provider shall only engage man power fulfilling such physical standards as may be prescribed in the PSRA 2005 and rules .Further man power shall satisfy any other conditions as may be prescribed in relevant rules.

(iii) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct, or moral turpitude while serving in any of the armed forces of the Union, State Police Organization, Central or State Governments or in any private security agency shall be employed or engaged by the service provider

(iv) Service provider, while employing a person shall give preference to a person who has served as a member in Army ,Navy and Air force or other central paramilitary forces ,Central Police forces , even for posts which are not specifically indicated as that of ex service man in the roles and responsibilities.

(v) The antecedents of security staff deployed shall be verified by the service provider from local police authority and an undertaking in this regard is to be submitted to the department and buyer department shall ensure that the service provider complies with the provisions .

(vi) The service provider shall deploy his personnel only after obtaining the buyer department approval upon duly submitting g curriculum vitae (cv) and police verification details of personnel Buyer shall be informed at least one week in advance and service provider shall be required to obtain departments approval for all such changes along with their CVs

(vii) The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer , emergencies, exempted

(b) Registers to be maintained by Service provider

(i) Service Provider shall maintain a register containing name and addresses of the persons managing the private security agency, names, addresses, photographs and salaries of the security manpower and supervisors under its control and such other particulars as may be prescribed under PSRA act

(ii) Service provider will maintain a register on which day today employment of personnel with buyer organization will be entered and same will be countersigned by the authorized official of the buyer department .While raising bill the deployment particulars of the personnel engaged during the month, shift wise should be shown to buyer .Buyer organization may call for such information as it considers necessary from service provider.

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

© Issue of photo identity card

- Every security man power deployed by the service provider shall be issued a photo identity card, by the service provider.
- The photo identity card shall be issued in such form as may be prescribed by the buyer organization and complying with PSRA Act and rules .
- Every security man power shall carry on his person the photo identity card issued under and shall produce it on demand for inspection by the buyer organization or any other officer authorized by same .

(d) Requirements of Licenses

(i) Service provider shall be holding a valid license under the provision of **Private Security Regulations Act (PSRA)** providing for operation in the respective State or Union territory where services are being offered .Service provider shall ensure that all the relevant licenses/registrations/permissions which may be required for providing the services are valid during the entire period of the contract failing so shall attract the appropriate penalties .The documents relevant in this regard shall be provided by the service provider to the buyer on demand

(ii) The service provider shall comply with all the legal requirements for obtaining license under contract labor regulations and abolition act 1970 if any at his own part and cost. The requirement shall be depending up on the number of persons engaged for the organization in terms of the provisions of the relevant act .

(iii) The service provider shall maintain all statutory registers required to be maintained as per licence provisions under the law and shall produce same on demand to the buyer department or any other authority under the law.

(e) Training

(i) The Service Provider shall have his own Establishment/set up/mechanism/Training institute recognized under PSRA 2005 or have tie up with institutions recognized in terms of PSRA 2005 to provide training for security man power with them to ensure correct and satisfactory performance of his/her liabilities and responsibilities .Only such man power who have undergone training and holding certificate should be deployed under the contract , The training shall be for a minimum period as specified in the PSRA act and in terms of the detailed training syllabus as prescribed in the act . The ex-servicemen and former police personnel shall however be required to attend a condensed course only as per provisions in the PSRA act

(f) Reports

All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the buyer department

(g) Conduct of the security man power deployed

(i) The security manpower shall not accept any gratitude or reward in any form

(ii) Under the terms of their employment agreement with the Service Provider the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Service Provider.

(iii) The personnel engaged by service provider have to be extremely courteous with very pleasant mannerism in dealing with the Buyer Staff and should project an image of utmost discipline. Buyer Department shall have right to have any person removed in case of its staff complaints or as decided by representative of the Buyer Department if the person is not performing the job satisfactorily or otherwise. The Service Provider shall have to arrange suitable replacement in all such cases.

- Security man power engaged by the Service Provider shall not take part in any staff union and association
- The persons deployed shall, during the course of their work be privy to certain confidential documents and information which they are not supposed to divulge to third In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract

(h) Uniform and Badges

(i) Service provider shall ensure that all security man power shall put on arms badge distinguisher the Agency for which they are working, shoulder or chest badge to indicate his role or function. Man power employed as Security guards shall, have whistle attached to the whistle cord and to be kept in the left pocket,. Shoes with eyelet and laces, headgear which may also carry the distinguisher mark of the service provider.

(ii) The clothes worn by the security man power while on active duty shall be such that they do not hamper in his efficient performance. In particular they will neither be too tight nor too loose as to obstruct movement or bending of limbs.

(iii) Every man power functioning as security guard will carry a notebook and writing instrument with him.

(iv) Every security person shall be provided one good quality torch and one baton.

(v) Every man power functioning as security guard while on active security duty will wear and display photo- identity card issued on the outer most garment above waist level on his person in s conspicuous manner.

(vi) Parameters of the uniform shall conform to provisions of PSARA 2005.

1. I) Monitoring and Supervision by the service provider

(i) Service provider shall ensure that adequate supervision will be provided to ensure correct performance of the man power deployed in accordance with the prevailing assignment instructions agreed upon between the service provider and buyer organization. Even if security supervisor is not availed by the buyer organization service provider should keep track of performance of the staff deployed and give necessary support to ensure good performance.

(ii) The Service Provider will deploy supervisors as per the need given by the Buyer Department. The supervisor shall be required to work as per the instructions of Buyer Department.

(iii) The Service Provider shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.

(iv) The Service Provider shall be responsible to maintain all property and equipment of the Buyer Department entrusted to it.

(v) The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.

(j) Working hours and Reporting Time

- The personnel will have to report to the Buyer Department's security office at least 30 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Buyer
- The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government However, they have to work on holidays, if necessary and required based on demand of work
- In an event of deployed personnel availing leave and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with
- Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and
- Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between buyer and seller prior to deployment of manpower
- The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's In case biometric system insisted, same is to be made available by buyer and access to be provided to the security persons deployed by service provider
- The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed..

(k) Physical standards and Medical check up

(i) The security man power deployed shall be eligible for being engaged or employed if he or she fulfills the standards of physical fitness as specified in the PSRA Act 2005. Service provider is therefore required to ensure that all deployed man power fulfill the requirements specified in PSRA Act. Service provider Agency should get medical check-up of its staff at the time of their induction in the rolls of the agency to ensure their fitness for the job assigned and annual medical check-ups to be done as prescribed under PSARA. A record of the same shall be maintained in the personal file of the security personnel. In case buyer demands for a copy of medical fitness certificate at time of deployment to their organization same shall be given

(ii) The security man power deployed should be free from evidence of any contagious or infectious disease. He or she should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public

(iii) No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer

(l) Applicable Leave

- (i) In case of services hired on annual basis and 5 working days, the employees will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 15 days casual leave per year on pro-rata basis
- (ii) in case of services hired for all 7 days also it shall be ensured that service personnel's are given at least 4 holidays in a month
- (iii) The applicable casual leave is to be provided to the personnel and the payment for the applicable leave also shall be taken in to account for calculation of the payment to be made by the buyer
- (iv) Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the buyer in the billed amount if no replacement is provided besides any penalty for not providing substitutes as indicated in SLA

4.3 Special terms and conditions Applicable

(a). Legal Status

- (i) The Service Provider should have a legal status, whether it will be a registered Proprietorship Firm/Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has have registration for income tax.
- (ii) The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
- (iii) For all intents and purposes, Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
- The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement
 - The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider

(b) Indemnity

- (i) The Service Provider will not be held responsible for the damages/sabotage caused to the property of the Buyer Department due to the riots/mobs attack/armed dacoit activities or any other event of force majeure
- (ii) The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider.
- (iii) The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider
- (iv) The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation

(c) Disclosure of Information related to services rendered

- (i) Man power engaged by the Security man power service provider shall not divulge any information acquired by him or her during such employment with respect to the work which he or she has been assigned to anyone other than the buyer organization or to such person as the buyer organization directs. However such disclosure as may be required under PSRA Act or in connection with any inquiry or investigation by the police or as may be required by an authority or process of law shall be exempted from this
- (ii) All security man power engaged by the service provider shall however render necessary assistance to the police or to such authority in the process of any investigation pertaining to the activities of that agency.. If violation of any law is noticed by any security man power during the course of discharge of duties, he r she shall bring it to the notice of s superior, who in turn shall inform the police either through buyer or service provider or on his own.
- **Ownership and retention of Material:** (i) Buyer shall own the material and documents provided to the Service Provider if any in connection with performance of this contract. Service Provider shall not, without the prior written consent of buyer store, copy, distribute or retain any material or Documents.
 - Service Provider shall, upon termination of this agreement for any reason, or upon demand by buyer, whichever is earliest, return any and all material and information provided to Service Provider by buyer, including any copies or reproductions, both hardcopy and electronic.
 - The Service Provider or man power provided shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by buyer, out of Buyer premises without prior written permission from Buyer
 - **Changes:** Nodal officer of the buyer or any other authorized official shall be competent to ask for any changes in the scope of work. Buyer is entitled to increase the quantum of order regarding number of man power by 25% and similarly shall be competent to reduce the man power also by 25%
 - **Transportation:** The responsibility of arranging commutation for the man power and transportation of any items which are in the scope of service provider and requiring the transportation shall be responsibility of service provider
 - **Insurance requirements.**

Service provider shall be responsible for any insurance requirements for the man power deployed regarding accidents etc. No claim for any compensation or damages on account of any injury or death of man power while performing the duties shall be entertained by the buyer organization Insurance requirements if any for the property or premises for which security is offered shall be the responsibility of the buyer

- Obligation regarding minimum wages, ESI,EPF contributions and billing
 - Payment Procedure shall be in as specified in the General Terms and Conditions of GeM. The rate offered shall be including GST .Payment shall be made on the basis of the number of security personnel engaged.
- (ii) The Service Provider Agency shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the Buyer Department for reimbursement of employer share only.

- (ii) Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed. Proof of deposit of both employers share and employees share of ESI & EPF shall be submitted to the buyer by the end of 15th day of succeeding month .
- (iii)The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number or bank transfer details and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by Buyer Departments.
- (iv)The Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which suitable penalties as per SLA and any other actions as per existing rules and regulations shall be taken
- (v) The Service Provider shall submit before the Buyer Department, one copy of the monthly challan with Electronic Challan Cum receipt sheet indicating break down of contribution of each and every hired employee regarding EPF and ESI within 7 days from the date of filing . In case of any return in the form of monthly , quarterly and annual returns applicable same also to be filed and copy to be furnished to buyer .
- (vi)The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.
- (vii) Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider is deemed to have confirmed that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
- (viii) TA/DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.
- (ix)All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST as the price is inclusive of GST .
- (x)The Service Provider shall ensure payment regularly for the deployed man power to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- (xi) In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Service Provider.
- (xii) Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.
- (xiii)**The Breakup of the components to be provided to the Buyer Department** .The Buyer Department will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.
- (xiv)The Total Price includes Minimum Wage, ESI, EPF, Admin Charge and GST on the mentioned components.
- (xv)Bonus in accordance with the Bonus Act which at present is one month basic wage (not below Rs7000/-) which comes to monthly payment 8.33% of minimum wage or Rs 7000/- Shall also be payable by the buyer . Bonus is applicable to all employees minimum wage is below Rs 21000/-.In case of any changes in the bonus rates as per relevant notifications same shall be applicable .Bonus shall be payable only to the resources completing the required number of working days and fulfilling the requirements
- (xvi)All Ex Servicemen should be paid as per wage structure laid down by Directorate General of Resettlement (DGR), Ministry of Defence.
- (xvii)All organizations under Central Government should make payment as per the minimum wages laid down by the Central Labor Commissioner.
- (xviii)Service Provider will thus quote over and above the following components as a Service Charge and Special Allowance if any
- (xix)Minimum Wage + ESI + EPF + PF Admin Charges + GST (on the Minimum Wage, ESI and EPF component), is provided by the Buyer Department and the rest (GST on the component provided by the Buyer) is added by the platform.
- (xx) In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis. Therefore the increase in minimum wages shall be applicable and contract value amount shall be considered as revised up to the extent of increase due to increase of minimum wages
- (xxi)The bonus as applicable in terms of rules and regulations prevailing is payable by the buyer
- (xxii)The cost of the Contract shall be valid for initial contract period and during this period no price escalation, other than minimum wages revision, shall be entertained by the Buyer
- (xxiii)The payment shall be made as per the contract and after deduction of relevant penalties, if any. Service Provider shall raise the invoice as per the arrangement in the contract (monthly/ quarterly) towards the Services rendered in the previous month to the Buyer. Payment shall be effected by credit into the bank account of the Service Provider within 10 days of receiving the invoice, complete in all respects. The Service Provider shall provide correct bank account number and other details of the bank to enable the Buyer to credit the payment directly into the account. Buyer shall pay the Service Provider all due amount as per the invoice, that are not the subject to dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions, etc.

Calculation Formula for the service

Total Cost =

$$\begin{aligned} & (((\$basic_pay + \$esi + \$provident_fund + \$eldi + \$epf_admin_charge + \$bonus + \$non_mandatory_1 + \$non_mandatory_2 + \$non_mandatory_3 \\ &) * \$number_of_working_days * 1.18) + (\$percentage_of_service_charge * \\ & ((\$basic_pay + \$esi + \$provident_fund + \$eldi + \$bonus + \$non_mandatory_1 + \$non_mandatory_2 + \$non_mandatory_3) * \$number_of_working_days) / 100) \\ &) * \$quantity * \$tenure_duration_of_employment \end{aligned}$$

Note : Actual payment may vary as per service rendered and mentioned in log sheet.

- **Statutory compliances.** Service provider shall abide by the PASRA Act , Minimum wages Act ,Contract labor Act etc. as applicable from time to time for man power employed for undertaking the services .Similarly in case of armed security guard service provider shall ensure that the licenses are kept valid and all legal formalities and compliances for same are followed by the man Service provider shall also be required to ensure that the entitled leave as per labor laws are made available to security man power
- **Termination of contract before normal validity;**
- In case service provider commits defaults in terms of the agreement other than those specified warranting cancellation without notice , it shall be lawful for the buyer to issue a notice of termination of the contract by giving 15 days time to service provider. Service provider can make a representation during the notice period and takes steps to remedy the defaults and if buyer is satisfied with the same , buyer can take decision to withdraw the notice .The agreement shall automatically terminate on expiry of the notice period if same is not withdrawn by buyer.
- The termination notice shall be issued by buyer to the address of the service provider as shown in the agreement.
- However in case of instances such as not deploying resources within agreed time, serious security lapses, irregularities in service provider operations, expiry of validity of required licenses such as PSRA and in case cumulative penalty for violations of SLA reaches more than 10% contract can be terminated with immediate effect and no notice is required to be issued .
- In case of termination of the contract and buyer engage the services of another service provider for the remaining part of contract the same shall be at risk and cost of the service provider besides other actions such as encashment of performance security and administrative actions etc
- **Proprietary rights and indemnity:** Service Provider acknowledges that buyer's business data and other buyer's proprietary information or materials, whether developed by buyer's or being used by buyer pursuant to a license agreement with a third party are confidential and proprietary to buyer; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which shall not be less than that used by Service Provider to protect its own proprietary information. Service Provider recognizes that the goodwill of Buyer depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage buyer and by that reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.

5. Penalties and Termination

(I) The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA and in case of three Consecutive defaults against same events, the contract will be liable to be cancelled. However non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

SL.NO	Service Level Agreement	Baseline	Penalties For Breach		
			1 ST Instance	2 nd Instance	3 rd Instance
1.	Delay in deployment of security personnel by the service provider	Deployment to start Within 2 weeks of the placement of service order	In case of deployment is made after 2 weeks of placement of order and delay is due to service provider 1% of the value of the contract shall be levied as penalty. However buyer shall be at liberty to cancel the order without any further reference to service provider in case so desire	In case of deployment is made after 3 weeks of placement of order and delay is due to service provider 2% of the value of the contract shall be levied as penalty. However buyer shall be at liberty to cancel the order without any further reference in case so desire	In case deployment not made 4 weeks after placement of order the contract shall be terminated without any reference
2.	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with public or employees of buyer organisation or other employees of service provider	No instance	Replacement of security personnel and Rs 500 fine on the service provider	Replacement of security personnel and Rs 1000 fine on the service provider	Replacement of security personnel and Rs 5000 fine on the service provider
3.	Security personnel not found displaying photo id or not in proper uniform	No instance	One day Salary due to the employee concerned for the day and Rs 500 penalty on service provider	One day Salary due to the concerned employee and Rs 1000 penalty on service provider	One day Salary due to the employee concerned and Rs 2500 penalty on service provider
4.	Security personnel indulging in drinking/sleeping	Zero instance	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 1000 on the service provider	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 2500 the service provider	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 5000 on the service provider
5.	If the resource is absent or takes leave without informing or taking prior approval and if service provider fails to provide a substitute	No instance	Penalty equal to wage of the person who was to do duty shall be levied along with an amount of Rs 500	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 500	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 1000
6	In case of expiry of any of the licenses required for performing the services such as PSRA, etc		Termination of the contract		
7	Delay in payments of take home remuneration by the Service Provider to resources employed ,Delay in deposit of EPF and ESI (both employee and employer share)		Rs 1000 for each default		
8	In case of violation Minimum wages Act , Contract labor Act etc. as		Penalty of Rs 5000 for default in addition to termination of contract and all		

applicable from time to time applicable for the services

Cumulative penalty

responsibility on account of violation shall be responsibility of service provider
Cumulative penalty shall not exceed 10% of the total contract value and in case exceeds contract is liable to be cancelled