

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-11-2023 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-11-2023 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Financial Services
Organisation Name/संगठन का नाम	Oriental Insurance Company Ltd
Office Name/कार्यालय का नाम	India
Item Category/मद केटेगरी	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	100 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Estimated Bid Value/अनुमानित बिड मूल्य	2856000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	50000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	9.09
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

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

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

Beneficiary/लाभार्थी :

PRINCIPAL OSTC
India, Department of Financial Services, Oriental Insurance Company Ltd, Ministry of Finance
(The Oriental Insurance Company Limited)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / 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.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
4. 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.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Geographic Presence: Office registration certificate:The Tenderer should be based at Delhi/NCR and operating their business in Delhi/NCR.

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1696931280.pdf](#)

Scope Of Work For the Service:[1696931366.pdf](#)

Competent Authority Approval for the additional conditions:[1696931581.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
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30-10-2023 11:00:00

Oriental staff Training college, Bata mor, Sector 11, Faridabad 121006

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (7)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
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	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	NA
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Rakesh Mathur	121006, Oriental Staff Training College, Sec 11, Bata More, Faridabad, 121006	7	<ul style="list-style-type: none"> Number of working days in a month : 26 Tenure/ Duration of Employment : 12 Basic Pay (Minimum daily wage) : 915 Provident Fund (INR per day) : 69.23 EDLI (INR per day) : 2.88 ESI (INR per day) : 26.25 EPF Admin charge (INR per day) : 2.88 Bonus (INR per day) : 0 Optional Allowance 1 (in Rupees) : 12.82 Optional Allowance 2 (in Rupees) : 1.6 Optional Allowance 3 (in Rupees) : 0

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Highly Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	Optional
Age Limit	Up to 50 years
Years of Experience	0 – 3 years
Additional Requirements for the Security Personnel	NA

Specification	Values
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Rakesh Mathur	121006,Oriental Staff Training College, Sec 11, Bata More, Faridabad, 121006	1	<ul style="list-style-type: none"> Number of working days in a month : 26 Tenure/ Duration of Employment : 12 Basic Pay (Minimum daily wage) : 992 Provident Fund (INR per day) : 69.23 EDLI (INR per day) : 2.88 ESI (INR per day) : 26.25 EPF Admin charge (INR per day) : 2.88 Bonus (INR per day) : 0 Optional Allowance 1 (in Rupees) : 12.82 Optional Allowance 2 (in Rupees) : 1.6 Optional Allowance 3 (in Rupees) : 0

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

1. Generic

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

2. Buyer Added Bid Specific ATC

Terms & Conditions

1. The Contractor/Service Provider shall provide services related to Security Services as listed out in Annexure -VII titled 'Scope of Service' & elsewhere in the Tender Document.
2. The Contractor/ Service Provider should be possessing/holding a valid license issued by the concerned Deptt. Of Central Government / Haryana Government for providing Security Services in the State of Haryana as per Private Security Agencies (Regulation) Act, 2005 and rules framed thereunder. They should be required to deploy Security Guards at OSTC as per norms prescribed under the said Act.
3. The Contractor/Service provider shall ensure deployment of one Head Guard (Supervisor) and seven Security Guards and shall ensure compliance of all the Terms & Conditions of the Tender Document in this regard.
4. The Contractor/Service provider will arrange proper uniform & shoes for the Head Guard and Security Guards as per Annexure-IX of the Tender Document.
5. In consideration of the services to be provided by the Service Provider/ Contractor and performance of the Contract, OSTC shall pay service charges to the Service Provider/ Contractor as per Annexure - X 'Service Charges' and Annexure XI - 'Billing Process and Documents' of the Tender Document.
6. Service Provider / Contractor shall arrange Floater Mediclaim Policy for the amount and Employees Compensation Policy (WC Policy, PA policy and life policy as prescribed by OSTC in respect of Head Guard & Security Guards in the joint names of The Oriental Insurance Company Ltd as Principal and Service Provider / Contractor) to coincide with the period of the Contract. Actual premium will be reimbursed to them by OSTC along with fixed Administrative / Service charges thereon.
7. The fixed %age monthly charges quoted in the Financial Bid shall be binding on the Contractor/Service provider throughout the contract period of three years. Initially, the contract will be awarded for period of three years w.e.f 01.12.2023 (the award letter and agreement will be provided to the service provider on yearly basis on satisfactory services) with provision of extension of two years at the sole discretion of OSTC based on the satisfactory performance of contractor.
8. PENALTIES :

If the standard of services, as mentioned above or elsewhere in the tender document, are not maintained to the satisfaction of OSTC authorities, appropriate penalty will be imposed and amount thereof will be deducted from the monthly bill and /or Security deposit.

The Service Provider / Contractor shall be responsible for any loss caused to the OSTC due to negligence of the Head Guard / Security Guards deployed by them in performing their duties.
9. The Service Provider/ Contractor will be required to keep a Security Deposit of Rs.3,00,000/- (Rupees Three Lac only) in form of a Bank Guarantee or Fixed deposit. EMD of Rs.50,000/- deposited through DD/ UTR No. by the L-1 Bidder will be refunded.
10. The earnest money will be forfeited if (i) the Tenderer withdraws his Tender during the period of Tender validity (ii) the successful Tenderer fails to deposit amount of Rs.3,00 000/- (Rupees Three Lac only) towards security deposit within Five working days of award of work. The return/refund of EMD to the L-1 bidder and unsuccessful/non-responsive Tenderer(s) will be made within 30 days after the successful award of work to the selected bidder whose bid is found to be responsive and lowest. No interest shall be payable on it under any circumstances.
11. In the event of the Service Provider/Contractor not fulfilling the conditions of the contract, OSTC reserves its right to forfeit the security deposit of Rs.3,00,000/- (Rupees Three Lac only) placed with OSTC through a Bank Guarantee/ Fixed Deposit, herein mentioned above. The decision of the OSTC shall be final and binding on the contractor, in respect of such confiscation of the security deposit of Rs.3,00,000/- (Rupees Three Lac only).
12. Immediately after the award of work, the Service Provider/Contractor will apply for obtaining a certificate/license from the office of The Assistant Labour Commissioner (Central) Faridabad to employ workers at OSTC for providing Security services and submit the relevant certificate within one month from the date of award of the work. Extension of time period and waiver of this certificate, if required, will be at the sole discretion of OSTC depending upon the statutory requirements as per the law applicable.

13. The regularity of the performance of the service will be of the essence and shall form a central factor, while evaluating the performance from time to time. The Service Provider/ Contractor shall take all possible steps to ensure and to maintain its performance as determined by OSTC from time to time. If OSTC notices that personnel of the Service Provider/ Contractor has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider/contractor who will take corrective steps immediately to avoid recurrence of such incidents and report to OSTC.
14. If any of the worker of the Service Provider/ Contractor indulges in theft, negligence or any illegal/irregular activities, the Service Provider/contractor shall take appropriate action against its erring worker and intimate accordingly to OSTC or OSTC itself can take action in accordance with law.
15. The Service Provider/ Contractor being the employer in relation to workers employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages/salaries to such persons. The wages/salaries shall be as fixed or prescribed under the Minimum Wages Act 1948 for the category of workers employed by it from time to time by the Chief Labour Commissioner (Central), Government of India, Ministry of Labour & Employment, or by Haryana Government as applicable and/or any authority constituted by or under any law. He will ensure compliance of all the relevant Labour laws.
16. The Service Provider/ Contractor shall issue identity cards on its own name and trading style to its employees deployed for rendering the said services, which at OSTC's option would be subject to verification at any time. The OSTC may refuse the entry into its premises to any worker of the Service Provider/contractor or for not bearing such identity card or not being perfectly uniformed as prescribed by OSTC.
17. The bidder or tenderer should be ready to and will arrange Police verification of each security guard deputed for our company at its own cost and submit a Police verification Report obtained from the Police authorities in respect of each Security guard, before deputing to our company treating it as a mandatory requirement.
18. The Service Provider/ Contractor will pay the wages as per the Minimum Wages Act and disburse the wages through ECS/ Net Banking only.
19. The Service Provider/ Contractor shall for all purposes and interpretations be the employer of Head Guard and Security Guards deployed at OSTC and shall be responsible for all consequences out of such employment. In case OSTC incurs any liability or damages, the Service Provider / Contractor shall at all times indemnify and keep indemnified OSTC against any such claims or damages on account of injury/disability/death of any of its workers caused while providing the services to OSTC which may be made under the Employees Compensation Act 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers of the Service Provider or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider/contractor or not who provided or provides the service at premises of OSTC.
20. The Service Provider/ Contractor shall at all times indemnify and keep indemnified the OSTC against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at OSTC's premises or before and after that.
21. In case the Service Provider/contractor discontinues the contract before the expiry of the period of contract, his security deposit shall be forfeited.
22. OSTC reserves the right to cancel or terminate this agreement by giving thirty days notice in writing without giving or assigning any reason(s) for doing so, and in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least six months notice to OSTC in writing and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) as provided in the tender. The Contractor shall also hand over forthwith all the articles provided to them and no broken item(s)/articles(s) shall be taken back which must be replaced by the Contractor or shall pay the cost thereof:
- i. On completion of the contract, the Service Provider /contractor will submit an indemnity bond on Non Judicial stamp paper of requisite amount duly notarized regarding "No Dues" confirmation.
- ii. In the event of the earlier termination by either parties to the contract or expiry of the contract, the Service Provider/ Contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as OSTC is able to make any alternative arrangement or OSTC has agreed in writing to allow the contractor to discontinue earlier.
23. The OSTC or its representative(s) shall be at liberty to check at any time, the deployment of workers b

y the Service Provider/Contractor.

24. In case of any pilferage, theft of or breakage etc to the property/assets of OSTC, the Service Provider/ Contractor will be responsible for such losses. The OSTC will be at liberty to deduct the amount of such loss from the monthly bill/security deposit of the Service Provider/ Contractor after holding an enquiry. The decision of OSTC to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/ contract, the contract shall be liable to be cancelled and security deposit will be forfeited.

25. The Service Provider/ Contractor shall not sublet the contract to any other concern/individual. The Service Provider/ Contractor shall itself perform the services and all obligations and duties as per tender/contract. Except with the prior written consent of the other party, neither the benefit nor the burden of the tender/contract shall be assignable by either of the parties except that OSTC may assign or transfer its rights and obligations under this agreement to any entity which acquires all or substantially all of the OSTC's operating assets or into which OSTC is merged or is reorganized pursuant to any merger or reorganization.

26. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to/sought from the Principal, whose decision in the matters shall be final and binding on the Service Provider/ Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Principal, OSTC whose decision will be final and binding on the Service Provider/ Contractor. If the Dispute is not resolved through the reference made to the Principal, OSTC, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Principal, OSTC Faridabad for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modifications there under from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of OSTC in the discretion of the Principal OSTC, Faridabad. The Service Provider/Contractor and OSTC shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues/disagreements/disputes in connection with the contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Faridabad. The resultant contract will be interpreted under Indian Laws.

27. The Service Provider/ Contractor shall comply with the instructions provided by OSTC from time to time relating to the performance of the services, duties and obligations under this agreement. The services rendered by the Service Provider/ Contractor shall be subject to regular review by OSTC and its decision as to the quality thereof shall be final and absolute.

28. The Service Provider/ Contractor shall abide by the applicable OSTC rules, guidelines, policies and procedures at all times during the performance of the services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.

29. The Service Provider/ Contractor shall raise the invoice/bill and OSTC agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/contract. All payments to the Service Provider/ Contractor shall be made by ECS/NEFT/RTGS/ Net Banking subject to deductions, withholding of all applicable, taxes and charges from time to time in force.

30. The Service Provider/ Contractor represents and undertakes that:

i. It has full power and authority to enter into the agreement with OSTC and perform the services and it has the necessary expertise to duly perform the services under this agreement.

ii. It shall render the services and perform its obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, as mentioned in this agreement, or as are issued from time to time by OSTC for the performance of the services to the satisfaction of OSTC.

iii. It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold OSTC harmless for any liability in this connection.

iv. It shall be responsible for ensuring that all workers engaged by the Service Provider/ Contractor to provide services to OSTC shall hold at all times the necessary expertise and shall abide by OSTC's instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the services.

31. OSTC shall have the right to deduct from the money due to the Service Provider/Contractor, any sum required or estimated to be required, for making good the loss suffered by any worker, by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or non-observance of the

Regulations.

32. Nothing in this tender shall be deemed to create any partnership, joint venture, agency between OSTC and the Service Provider/ Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Service Provider/ Contractor is an independent contractor and not an employee, agent, associate or a authorized representative of OSTC and the Service Provider/ Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of OSTC whatsoever.

33. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed / engaged by the Service Provider/ Contractor for rendering the services, are employees of OSTC or engaged by OSTC. The Service Provider/ Contractor shall be deploying workers who shall be in sole employment of the Service Provider/contractor and Service Provider/contractor shall be solely and fully responsible for the acts, salaries, wages, remunerations, or any other statutory liabilities or other payments of the workers. Under no circumstances shall OSTC be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination. In case any liability falls on OSTC for any reason, the Service Provider/ Contractor shall keep OSTC indemnified against the same. In order to give effect to this, the Service Provider/ Contractor shall incorporate suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the Service Provider/ Contractor, a copy of which should be given to OSTC for perusal and record.

34. The Service Provider/Contractor & the workers deployed by him at the OSTC Premises shall maintain confidentiality of any information in their possession during their working at OSTC & thereafter.

35. The Service Provider/ Contractor shall allow OSTC, its management, auditors, regulators and/or agents, the opportunity of inspecting, examining, auditing and /or taking copies of the OSTC records with the Service Provider/ Contractor.

36. The Service Provider/ Contractor shall wholly and solely be liable for all disputes and liabilities in respect of the workers deployed by him / them to OSTC under this tender.

37. If at any stage, it is revealed that the documents/certificates/testimonials submitted by the Service Provider/ Contractor are forged or have been manipulated, the work order issued to the Service Provider/ Contractor shall be cancelled and Security amount deposited with OSTC shall be forfeited without any claim whatsoever on OSTC and the Service Provider/Contractor shall be liable for action as appropriate under the relevant laws.

38. Without prejudice to any of the rights or remedies under this contract, if the Service Provider/Contractor dies, OSTC shall have the option of terminating the contract without compensation to the legal heirs of the Service Provider/ Contractor.

39. OSTC shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Service Provider/Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.

40. The Service Provider/Contractor shall maintain proper records about the attendance of their staff in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that full staff strength is maintained. If due to any exigency, any worker is absent the Service Provider/ Contractor should take immediate steps to provide its substitute subject to the compliance of relevant Rules & regulations/laws/ Statute.

41. The Service Provider/Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/ Contractor will not link the payment of wages to the workers with settlement of his bills by the OSTC. The Service Provider/ Contractor has to first pay the wages to the Workers and then put up his bill for payment. Payment of bills will be made on monthly basis through ECS/ RTGS/ NEFT/ Net Banking only, provided that the Security Services provided were / are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of tender/contract. The monthly bill payment will be made subject to following billing process and submission of documents as mentioned in Annexure XI, provided the Service Provider/ Contractor submits the attested photocopies of the following documents:

i. Muster Roll/ Attendance sheet of the workers signed by the Service provider/ Contractor for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.

- ii. Overtime and penalty register in respect of Head Guard/ Security Guards
 - iii. Salary sheet for the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.
 - iv. Deposit Challan showing the individual figure of deposit of contribution of provident fund of employees' and employers' share, with the appropriate authority.
 - v. Deposit Challan showing the individual figure of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority for eligible employees as ESI Act as applicable.
 - vi. Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a challan separately for OSTC. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor.
 - vii. The Service Provider/ Contractor will pay the wages as per the Minimum Wages Act and disburse the wages through ECS/ Net Banking only.
42. The Service Provider/Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rate applicable from time to time.
43. The Service Provider/ Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated or dies or leaves the job.
44. The Contractor/ Service Provider shall ensure that the Head Guard Security Guards are deployed at OSTC as per Annexure VIII and they observe the timings as prescribed therein or as amended by OSTC at any time as per requirement. In case the Service provider/ Contractor fails to render the services as laid down in the Tender Document, OSTC may impose penalty as deemed fit.
45. The Service Provider/Contractor himself or their authorized representative must visit the premises at least once in a week and/or whenever required and contact the person authorized by the OSTC to look into Security matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.
46. The Service Provider/Contractor shall facilitate to introduce and enforce necessary security systems with the approval of OSTC.
47. The Bidder, after submitting its bid, is permitted to withdraw/ alter/ modify its Bid so long such withdrawal / alteration/ modification are received duly sealed and marked like original bid, up to date and time of receipt of Bid i.e. 03.11.2023. The EMD shall be returned in such cases but the bid fees shall be forfeited. Any withdrawal / amendment/ modification received after the prescribed date & time of receipt of bids are not to be considered.

Note: This condition should be read in detail as given below- under Technical specification on page Number 5 of Bid Documents.

"DEPLOYMENT OF HEAD GUARD & SECURITY GUARDS"

Head Guard--

12th pass with atleast 5 years experience or Graduate with atleast 2 years experience

Ability to speak/ read/ write Hindi & elementary knowledge of English.

Ex-serviceman preferred,

Well trained in handling Fire Fighting equipments & dealing with emergent situations.

Age between 18 to 50 years old.

Security Guard--

10th pass with atleast 5 years experience or 12th with atleast 2 years experience

Ability to speak/ read/ write Hindi & elementary knowledge of English.

Ex-serviceman preferred,

Well trained in handling Fire Fighting equipments & dealing with emergent situations

Age Between 18 to 50 years old.

3. **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.

4. **Past Project Experience**

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of

this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---